



# CITY OF WESTWOOD, KANSAS

## CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, September 14, 2023 at 7:00 PM

### AGENDA

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Welcome to your Westwood City Council meeting. This meeting may be attended remotely via Zoom:

**Access Online:** <https://us02web.zoom.us/j/89908289796>

**Access by Phone:** (312) 626-6799 / **Webinar ID:** 899 0828 9796

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*[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]*

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#### CITY COUNCIL WORK SESSION AGENDA

- I. CALL TO ORDER
  - II. WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS
    - A. NO ITEMS FOR DISCUSSION
  - III. ADJOURNMENT TO REGULAR MEETING
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#### REGULAR MEETING AGENDA

- I. CALL TO ORDER
- II. APPROVAL OF THE AGENDA
- III. PUBLIC COMMENT

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. PRESENTATIONS AND PROCLAMATIONS
  - A. Proclaim September as National Suicide Prevention Awareness Month
  - B. Fiscal Year 2024: Budget Presentation

- [C.](#) Fiscal Year 2024: Revenue Neutral Rate Public Hearing - Consider Resolution No. 122-2023 Approving a Tax Rate in Excess of the Revenue Neutral Rate for the 2024 Budget Year
- [D.](#) Fiscal Year 2024: Budget Hearing - Consider Resolution No. 123-2023 Adopting the Fiscal Year 2024 Annual Budget
- [E.](#) Consideration of an Ordinance Making Findings and Establishing a Redevelopment District Pursuant to K.S.A. 12-1770 *et seq.*, and Amendments Thereto

**V. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion (roll call vote). There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- [A.](#) Consider approval of August 10, 2023 City Council Meeting Minutes
- [B.](#) Consider approval of Appropriations Ordinance No. 754

**VI. MAYOR'S REPORT**

**VII. CITY COUNCILMEMBER REPORTS**

**VIII. STAFF REPORTS**

- [A.](#) Administrative Report (City Administrator Leslie Herring)
- [B.](#) Police Department Report (Police Chief Curt Mansell)
- [C.](#) Public Works Report (Public Works Director John Sullivan)
- [D.](#) Treasurer's Report (City Treasurer Michelle Ryan)
- [E.](#) City Attorney Report (City Attorney Ryan Denk)

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

- [A.](#) Review Development Agreement, Donation Agreement, and First Rights Agreement Relating to Redevelopment of 50<sup>th</sup> & Rainbow Blvd.
- [B.](#) Review Donation Agreement Relating to the 50th & Rainbow Development (Informational Item Only)
- [C.](#) Review First Rights Agreement by and between City of Westwood and Karbank Holdings, LLC (Informational Item Only)
- [D.](#) Consider Interlocal Agreement with the City of Roeland Park, Kansas for Public Improvement of Mission Road from 47th Street to 53rd Street

**XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS**

**XII. EXECUTIVE SESSION**



### XIII. ADJOURNMENT

#### UPCOMING MEETINGS

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held on Thursday, October 12, 2023, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at [www.westwoodks.org](http://www.westwoodks.org). To receive further updates and communications, please see or sign up for the following:

**Westwood Buzz Email:** <https://bit.ly/3wA4DWx>

**Facebook:** [City of Westwood Kansas-Government](#)  
[Westwood, KS Police Department](#)

# CITY OF WESTWOOD PROCLAMATION

## NATIONAL SUICIDE PREVENTION AWARENESS MONTH

**WHEREAS**, September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

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

**WHEREAS**, Suicide is the 10th leading cause of death among adults in the US, and the 2nd leading cause of death among people aged 10-24; and

**WHEREAS**, Many people who struggle with thoughts of suicide have not received effective behavioral health services for many reasons, including the difficulty of accessing services, the stigma of behavioral health treatment and the stigma associated with losing a loved one to suicide; and;

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

**WHEREAS**, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.,

**NOW, THEREFORE**, I, David E. Waters, Mayor of Westwood, do hereby proclaim the month of September, 2023, as National Suicide Prevention Awareness Month in the City of Westwood, Kansas, and

**IN WITNESS WHEREOF**, I have hereunto set my hand and have affixed the Official Seal of Westwood.

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David E. Waters, Mayor

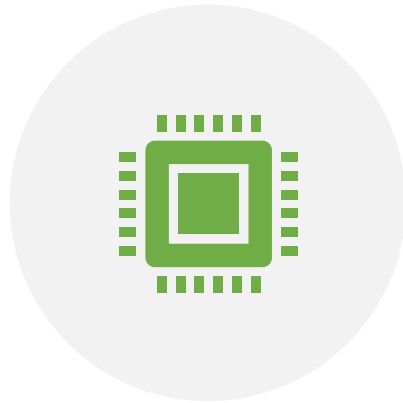
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Abby Schneweis, City Clerk

July 13, 2023

# FY 2024 Budget: Presentation

# Governing Body Guidance From May 11, 2023 Work Session



BEGIN CHIPPING AWAY AT DEFERRED MAINTENANCE NEEDS AT PUBLIC WORKS (AND CITY HALL, DEPENDING ON THE COUNCIL'S DECISION ON ULTIMATE DISPOSITION)



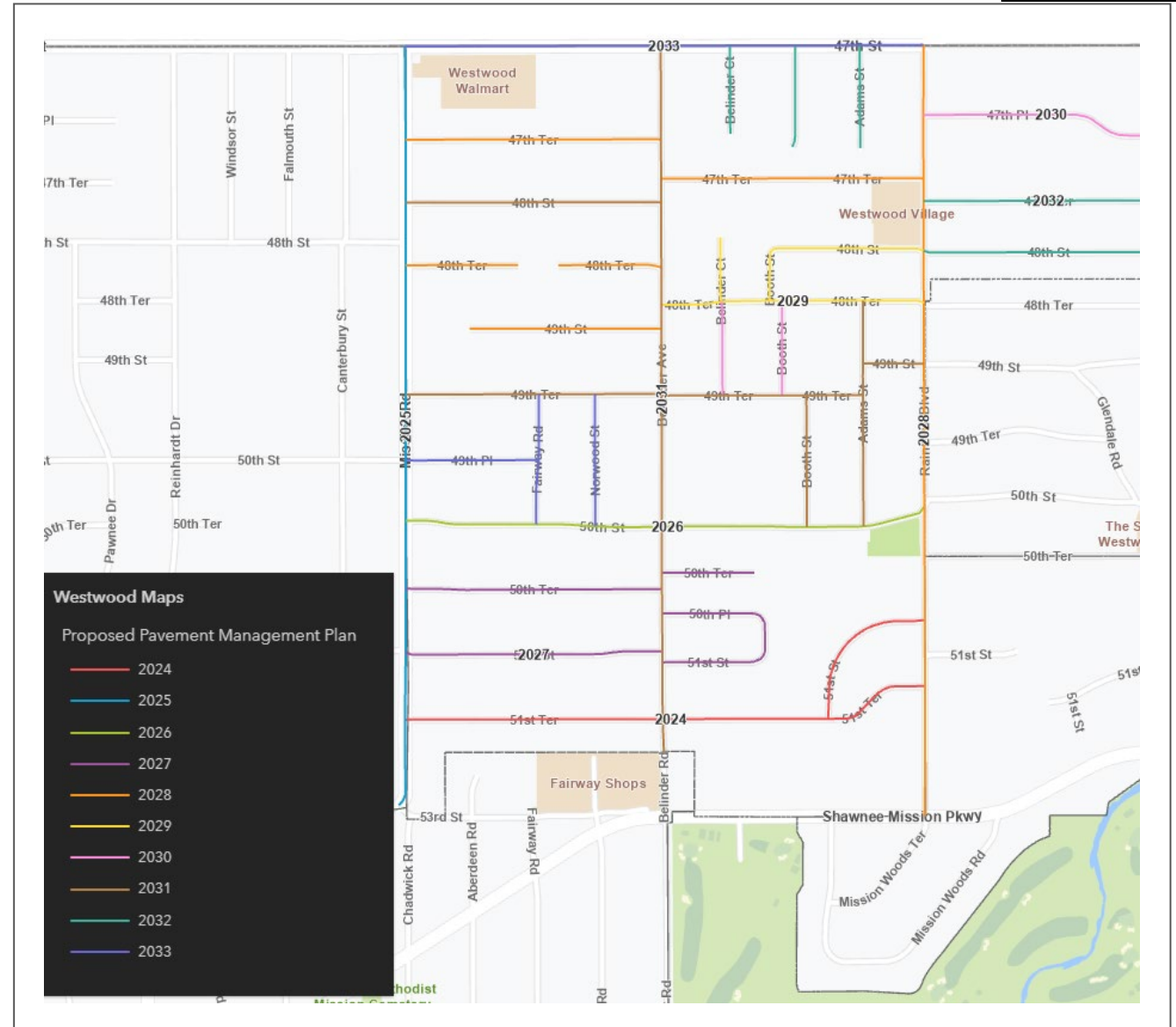
ACCELERATE IMPLEMENTATION OF THE STREETS, SIDEWALK, STORMWATER, AND STREETLIGHTS PROGRAM



INCREASE THE CITY'S COMPETITIVENESS IN THE LABOR MARKET WITH EMPLOYEE WAGES AND BENEFITS

# Pavement Management Plan

- A ten-year program recommended through the PCI is reflected on the map
- Includes street lights where not yet installed and sidewalks where planned
- City staff recommends building Fund balance and aligning projects with anticipated development
  - Project Year 2024 moved to design in 2025 and construction in 2026



# Capital Improvement Plan

- Reflects expenses outpacing revenues in FY 2026 if no additional revenue streams
- Reflects planning for new facilities with park planning consultant in 2024
- Reflects no budgeted capital investment in existing facilities with possibility of future new facilities

		2023	2024	2025	2026	2027	2028
<b>Revenues</b>	Cash Carryforward	\$ 82,638	\$ 253,638	\$ 505,662	\$ 110,877	\$ (1,644,139)	\$ (2,436,990)
	Special Sales Tax	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000	\$ 310,000
	Reimbursement - UG	\$ 10,000					
<b>Transfers</b>	General Fund	\$ 100,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
	Expensed to Special Highway Fund	\$ -	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Stormwater Utility Fund	\$ -	\$ 25,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
	Debt Service	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)	\$ (175,000)
<b>CIP Projects</b>	<b>CIP Annual Budgeted Resources</b>	<b>\$ 327,638</b>	<b>\$ 663,638</b>	<b>\$ 990,662</b>	<b>\$ 595,877</b>	<b>\$ (1,159,139)</b>	<b>\$ (1,951,990)</b>
W. 47th & Rainbow intersection replacement	Total Westwood Cost				\$ 25,000		
W. 47th Street, Mission Road to Rainbow Blvd	Total Westwood Cost	\$ 20,000					
W. 47th Place, Rainbow Blvd. to State Line Road	Total Westwood Cost						
Mission Road, 53rd Street to 47th Street	Total Westwood Cost		\$ 67,976	\$ 352,558			
W. 50th Street, Rainbow Boulevard to Mission Road	Total Westwood Cost			\$ 116,808	\$ 887,059		
W 47th Ter - Belinder Ave to Mission Rd. - Rainbow Blvd.	Total Westwood Cost					\$ 127,430	\$ 980,113
W. 48th Terrace, Mission Road to Belinder	Total Westwood Cost					\$ 19,368	\$ 137,975
W. 49th Street, Belinder Avenue west to Deadend						\$ 20,633	\$ 99,270
W. 48th Street, Booth Street to Rainbow Boulevard							XXX
W. 48th Terrace, Belinder Avenue to Rainbow Blvd.							XXX
Belinder Court, W. 48th Terrace north to Deadend							XXX
W. 50th Place - W.51st St. (Horseshoe) + W. 50th Ter. (Cul De Sac); W. 50th Terrace and 51st St. Mission to Belinder	Total Westwood Cost				\$ 98,518	\$ 979,226	
Rainbow Blvd.						XXX	XXX
W. 51st Terrace Mission to Rainbow Blvd. + 51st St Connecting to Rainbow Blvd.	Total Westwood Cost			\$ 99,480	\$ 640,365		
	<b>Streets - Sub Total</b>	<b>\$ 20,000</b>	<b>\$ 67,976</b>	<b>\$ 568,846</b>	<b>\$ 1,650,942</b>	<b>\$ 1,146,657</b>	<b>\$ 1,217,358</b>
<b>Street Lights</b>	Total						
47th Street - Mission Rd. to Rainbow Blvd.							\$ 57,258
W. 48th Terrace, Mission Road to Belinder							\$ 108,715
49th St. west of Belinder							
Belinder Ct. and Booth off 47th St.	\$ 29,000						
Mission Road, 53rd Street to 47th Street			\$ 295,939				
W. 50th Street, Rainbow Boulevard to Mission Road					\$ 248,401		
W 47th Ter - Mission Rd. to Rainbow Blvd.							\$ 232,194
W. 51st Terrace Mission to Rainbow Blvd.					\$ 308,673		
W. 51st St. Mission to Belinder						\$ 116,194	
Street Lights, Pole Repair and Replacement	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
	<b>Streetlights - Sub Total</b>	<b>\$ 34,000</b>	<b>\$ 5,000</b>	<b>\$ 300,939</b>	<b>\$ 562,074</b>	<b>\$ 121,194</b>	<b>\$ 398,167</b>
<b>Stone Wall Repair</b>							
4800 Rainbow Blvd Colonial Building Replacement							
Miscellaneous Repair and Replacement	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	<b>Stone Wall Repair - Subtotal</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>Studies</b>							
Pavement Management Study					\$ 17,000		
Park Planning Consultant			\$ 75,000				
Facilities Feasibility Study							
	<b>Studies - Subtotal</b>	<b>\$ -</b>	<b>\$ 75,000</b>	<b>\$ -</b>	<b>\$ 17,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Facilities</b>							
Public Works - Roof Coating, Snow Guards, Replace South Side Building Panels							
Public Works - Back Lot Replacement/Enlargement							
City Hall - Parking Lot Repair							
Public Works & City Hall - Reinvestment							
	<b>Facilities Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
	<b>CIP Annual Budgeted Expenditures</b>	<b>\$ 64,000</b>	<b>\$ 157,976</b>	<b>\$ 879,785</b>	<b>\$ 2,240,016</b>	<b>\$ 1,277,851</b>	<b>\$ 1,625,525</b>

Item B, Section IV, Item

# Stormwater Utility Fund

- Staff recommends increasing Stormwater Utility Fee beginning in FY 2024
- Increased revenue will help to offset the capital outlay in FY 2024 for the new leaf vacuum and future increased revenue will be directed to the CIP to help offset the costs of new curb, gutter, and sidewalks planned over the next ten years – all priorities expressed by the community and Councilmembers
- The current average Stormwater Utility Fee for each residence is less than \$95/year. Fees of neighboring cities including Fairway, Mission Hills, and Mission are between \$240 and \$340 per residence per year. Staff recommends increasing the Stormwater Utility Fee twice its current value, to an average of less than \$200/year per household.

		2023	2024	2025	2026	2027	2028
	Cash Carryforward	\$ 65,251	\$ 68,642	\$ 114,126	\$ 184,610	\$ 255,094	\$ 325,578
<b>Revenues</b>							
	Stormwater Utility Fee	\$ 122,907	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000	\$ 240,000
	Johnson County Stormwater BMP Reimbursement						
<b>Transfers</b>							
	CIP	\$ -	\$ (25,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (100,000)
	Equipment Reserve Fund	\$ (50,000)	\$ (100,000)	\$ -	\$ -	\$ -	\$ -
	Debt Service Fund	\$ (43,516)	\$ (43,516)	\$ (43,516)	\$ (43,516)	\$ (43,516)	\$ (43,516)
	<b>Budgeted Resources</b>	<b>\$ 94,642</b>	<b>\$ 140,126</b>	<b>\$ 210,610</b>	<b>\$ 281,094</b>	<b>\$ 351,578</b>	<b>\$ 422,062</b>
<b>Expenditures</b>							
	Stormwater Repairs and Maintenance	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
	Leaf Pickup Program Expenses	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
	<b>Expenditures Total</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>	<b>\$ 26,000</b>
<b>Fund Balance</b>		<b>\$ 68,642</b>	<b>\$ 114,126</b>	<b>\$ 184,610</b>	<b>\$ 255,094</b>	<b>\$ 325,578</b>	<b>\$ 396,062</b>

# Special Highway Fund

- Staff recommends budgeting \$50,000 (up from \$40,000 in previous years) of CIP expenditures from this Fund for this and the next five (5) years to help offset the increasing cost of pavement management projects
- State Highway Maintenance revenues coming into this Fund have been expended on planning for improvements to Rainbow Blvd. and are being budgeted in 2027 for designing such improvements; this revenue source is required to only be spent on State highways

		2023	2024	2025	2026	2027	2028
	Cash Carryforward	\$ 105,658	\$ 154,923	\$ 154,143	\$ 153,963	\$ 153,783	\$ 53,603
<b>Revenues</b>							
	State Highway Maintenance	\$ 14,820	\$ 14,820	\$ 14,820	\$ 14,820	\$ 14,820	\$ 14,820
	Special Highway	\$ 45,630	\$ 44,400	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
	<b>Budgeted Resources</b>	<b>\$ 166,108</b>	<b>\$ 214,143</b>	<b>\$ 213,963</b>	<b>\$ 213,783</b>	<b>\$ 213,603</b>	<b>\$ 113,423</b>
<b>Expenditures</b>							
	Street Repairs and Maintenance	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
	Rainbow (2023 study; 2027 design)	\$ 1,185				\$ 100,000	
	<b>Expenditures Total</b>	<b>\$ 11,185</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 110,000</b>	<b>\$ 10,000</b>
<b>Fund Balance</b>		<b>\$ 154,923</b>	<b>\$ 204,143</b>	<b>\$ 203,963</b>	<b>\$ 203,783</b>	<b>\$ 103,603</b>	<b>\$ 103,423</b>
	Capital Projects		\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)	\$ (50,000)
<b>Ending Fund Balance</b>		<b>\$ 154,923</b>	<b>\$ 154,143</b>	<b>\$ 153,963</b>	<b>\$ 153,783</b>	<b>\$ 53,603</b>	<b>\$ 53,423</b>



# Woodside TIF/CID Fund

- Staff is working with Woodside developer Blair Tanner to leverage ac Item B, Section IV, Item CID2 revenues to fund improvements to 47<sup>th</sup> Place and possibly Rainbow Blvd., depending on how much is available at the time those two projects are designed and bid
- If future TIF districts and projects are created in Westwood, we will likely use this fund and create new account codes to track those revenues and expenditures

		2023	2024	2025	2026	2027	2028
	Cash Carryforward	\$ 457,313	\$ 586,863	\$ 681,211	\$ 778,389	\$ 878,483	\$ 981,580
<b>Revenues</b>							
	Woodside Village Ad Valorem Tax	\$ 112,360	\$ 400,000	\$ 412,000	\$ 424,360	\$ 437,091	\$ 450,204
	Woodside Village CID 1	\$ 217,050	\$ 223,562	\$ 230,268	\$ 237,176	\$ 244,292	\$ 251,620
	Woodside Village CID 2	\$ 91,600.00	\$ 94,348.00	\$ 97,178.44	\$ 100,093.79	\$ 103,096.61	\$ 106,189.51
	<b>Budgeted Resources</b>	<b>\$ 878,323</b>	<b>\$ 1,304,772</b>	<b>\$ 1,420,658</b>	<b>\$ 1,540,019</b>	<b>\$ 1,662,962</b>	<b>\$ 1,789,593</b>
<b>Expenditures</b>							
	UMB TIF Payment	\$ 74,410	\$ 400,000	\$ 412,000	\$ 424,360	\$ 437,091	\$ 450,204
	UMB CID Payment	\$ 217,050	\$ 223,562	\$ 230,268	\$ 237,176	\$ 244,292	\$ 251,620
	<b>Expenditures Total</b>	<b>\$ 291,460</b>	<b>\$ 623,562</b>	<b>\$ 642,268</b>	<b>\$ 661,536</b>	<b>\$ 681,382</b>	<b>\$ 701,824</b>
<b>Fund Balance</b>		<b>\$ 586,863</b>	<b>\$ 681,211</b>	<b>\$ 778,389</b>	<b>\$ 878,483</b>	<b>\$ 981,580</b>	<b>\$ 1,087,769</b>

# Debt Service Fund

- This Fund dips negative in 2026 with the principle payoff of the 5050 Rainbow Blvd. property; however, if the debt remains in FY 2026, City staff will recommend to payoff the principle with a General Fund transfer
- The annual transfer from the General Fund increases each year to create one mill of ad valorem tax

		2023	2024	2025	2026	2027	2028
	Cash Carryforward	\$ 169,160	\$ 143,455	\$ 168,923	\$ 195,455	\$ (42,114)	\$ 6,426
<b>Revenues</b>							
	Ad Valorem Tax	\$ 18,830	\$ 19,395	\$ 19,977	\$ 20,576	\$ 21,193	\$ 21,829
<b>Transfers</b>							
	General Fund	\$ 18,830	\$ 19,395	\$ 19,977	\$ 20,576	\$ 21,193	\$ 21,829
	CIP Special Sales Tax	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
	Stormwater Utility Fund	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516	\$ 43,516
	<b>Budgeted Resources</b>	<b>\$ 425,336</b>	<b>\$ 400,761</b>	<b>\$ 427,393</b>	<b>\$ 455,123</b>	<b>\$ 218,788</b>	<b>\$ 268,600</b>
<b>Expenditures</b>							
	5050 Rainbow Blvd. Lease Purchase Agreement	\$ 69,569	\$ 19,250	\$ 19,250	\$ 284,625	\$ -	\$ -
	Street and Stormwater GO Bonds (2020A)	\$ 212,313	\$ 212,588	\$ 212,688	\$ 212,613	\$ 212,363	\$ 211,938
	<b>Expenditures Total</b>	<b>\$ 281,881</b>	<b>\$ 231,838</b>	<b>\$ 231,938</b>	<b>\$ 497,238</b>	<b>\$ 212,363</b>	<b>\$ 211,938</b>
<b>Fund Balance</b>		<b>\$ 143,455</b>	<b>\$ 168,923</b>	<b>\$ 195,455</b>	<b>\$ (42,114)</b>	<b>\$ 6,426</b>	<b>\$ 56,663</b>

# Equipment Reserve Fund

- Funds Equipment Replacement Plan
- Cost of new leaf vacuum budgeted in FY 2024 will not be offset with grant sought by staff; staff recommends increasing transfers from General Fund to offset gap

		2023	2024	2025	2026	2027	2028
Cash Carryforward		\$ 273,542	\$ 408,542	\$ 92,128	\$ 58,028	\$ 88,478	\$ 130,028
<b>Sale of Assets</b>							
<b>Grants</b>							
<b>Transfers</b>							
General Fund - Public Works		\$ 50,000	\$ 200,000	\$ 75,000	\$ 75,000	\$ 60,000	\$ 60,000
General Fund - Public Safety		\$ 30,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000	\$ 70,000
General Fund - Administration		\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
General Fund - General Overhead		\$ 10,000	\$ 50,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Stormwater Utility Fund		\$ 50,000	\$ 100,000				
<b>Resources</b>		<b>\$ 418,542</b>	<b>\$ 833,542</b>	<b>\$ 257,128</b>	<b>\$ 223,028</b>	<b>\$ 238,478</b>	<b>\$ 280,028</b>
<b>Department / Project Description</b>							
Inflation Calculator			5%	10%	15%	20%	25%
<b>Public Works</b>							
Replace 2004 Ford F-550 & Equipment	\$	83,000.00					
Replace 2004 Street Sweeper	\$	240,000.00					
Purchase Leaf Vacuum	\$	271,223.00	\$ 300,000				
Pull-behind Water Wagon		\$16,600	\$ 16,582				
Replace 2012 Ford F-350	\$	58,000.00		\$ 63,800			
Replace 2012 Ford F-550 & Equipment	\$	102,000.00			\$ 117,300		
Replace 2014 Explorer	\$	37,000.00					
Airless Paint Sprayer	\$	5,000.00					
Replace 1996 Wood Chipper							
Replace 1996 Super Duty Bucket Truck							
Replace 1996 Tandem Axel Trailer							
Replace Box Trailer							
Replace 2012 Skid Steer							
Replace Scaq							
Replace 60" Wright Standing Mower							
Replace 52" Wright Standing Mower	\$	8,500.00					
<b>PW Sub Total</b>		\$ -	\$ 316,582	\$ 63,800	\$ 117,300	\$ -	\$ -
<b>Public Safety</b>							
Replace 2017 Explorer #1 (Vehicle No. 917)	\$	37,000.00					
Vehicle Equipment	\$	14,500.00					
Replace 2017 Explorer #1 (Vehicle No. 917)	\$	50,000.00	\$ 52,500				
Vehicle Equipment	\$	15,000.00	\$ 15,750				
Replace 2017 Explorer #2 (Vehicle No. 117)	\$	50,000.00		\$ 55,000			
Vehicle Equipment	\$	15,000.00		\$ 16,500			
Replace 2021 Explorer #3 (Vehicle No. 121)	\$	50,000.00				\$ 60,000.00	
Vehicle Equipment	\$	15,000.00				\$ 18,000.00	
Replace 2022 Explorer #4 (Vehicle No. 222)	\$	50,000.00					
Vehicle Equipment	\$	15,000.00					
In-car computer replacements (4)	\$	15,000.00			\$ 17,250		
Safety Vests	\$	10,000.00	\$ 10,000				
Tasers and Gear (10)	\$	20,000.00	\$ 20,000				
Vehicle/Body Camera System	\$	32,500.00	\$ 20,000				
<b>PS Sub Total</b>		\$ 10,000	\$ 424,832	\$ 135,300	\$ 17,250	\$ 78,000	\$ -
<b>City Hall Improvements and Systems / IT</b>							
Website Upgrade							
Conference Room Table / Chairs							
Community Room & Furniture							
Radios per Federal Mandate							
<b>CH/IT Sub Total</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		<b>\$ 10,000</b>	<b>\$ 741,414</b>	<b>\$ 199,100</b>	<b>\$ 251,850</b>	<b>\$ 78,000</b>	<b>\$ -</b>

# Three-Year Full Fund Projections

- Staff recommends using General Fund reserves to fund the CIP, while maintaining around a 30% fund target
- Increased revenue streams or decreased spending in CIP will be required to balance the budget beginning in FY 2026

		General	CIP	Equipment Reserve	Stormwater	Special Highway	Woodside TIF	Debt Service
2023	Beginning Cash	\$ 1,419,150	\$ 82,638	\$ 273,542	\$ 65,251	\$ 105,657		
	Forecasted Revenues	\$ 3,158,984	\$ 310,000	\$ -	\$ 122,907	\$ 60,450		
	Forecasted Expenditures	\$ (2,862,565)	\$ (64,000)	\$ (10,000)	\$ (26,000)	\$ (11,185)		
		\$ (18,830)						\$ 18,830
		\$ (95,000)		\$ 95,000				
	Transfers			\$ 50,000	\$ (50,000)			
			\$ (175,000)					\$ 175,000
		\$ (100,000)	\$ 100,000					
	<b>Fund Balance</b>	<b>\$ 1,501,739</b>	<b>\$ 253,638</b>	<b>\$ 408,542</b>	<b>\$ 68,642</b>	<b>\$ 154,922</b>	<b>\$ 586,862</b>	<b>\$ 143,455</b>
	Fund Reserve Target	48%	\$ 19,200.00			\$ 3,900.00	N/A	N/A
2024	Forecasted Beginning Cash	\$ 1,501,739	\$ 253,638	\$ 408,542	\$ 68,642	\$ 154,922	\$ 586,862	\$ 143,455
	Estimated Revenues	\$ 3,232,999	\$ 310,000	\$ -	\$ 240,000	\$ 59,220	\$ 717,910	\$ 19,395
	Estimated Expenditures	\$ (3,021,916)	\$ (157,976)	\$ (741,414)	\$ (26,000)	\$ (10,000)	\$ (623,562)	\$ (231,838)
		\$ (19,395)						\$ 19,395
		\$ (325,000)		\$ 325,000				
	Transfers		\$ 50,000	\$ 100,000	\$ (100,000)		\$ (50,000)	
			\$ (175,000)					\$ 175,000
		\$ (200,000)	\$ 200,000					
			\$ 25,000			\$ (25,000)		
	<b>Fund Balance</b>	<b>\$ 1,168,427</b>	<b>\$ 505,662</b>	<b>\$ 92,128</b>	<b>\$ 114,126</b>	<b>\$ 154,142</b>	<b>\$ 681,210</b>	<b>\$ 168,923</b>
Fund Reserve Target	36%	\$ 47,392.80			\$ 3,900.00	N/A	N/A	N/A
2025	Forecasted Beginning Cash	\$ 1,168,427	\$ 505,662	\$ 92,128	\$ 114,126	\$ 154,142	\$ 681,210	\$ 168,923
	Estimated Revenues	\$ 3,297,659	\$ 310,000	\$ -	\$ 240,000	\$ 59,820	\$ 739,447	\$ 19,977
	Estimated Expenditures	\$ (3,067,245)	\$ (879,785)	\$ (199,100)	\$ (26,000)	\$ (10,000)	\$ (642,268)	\$ (231,938)
		\$ (19,977)						\$ 19,977
		\$ (165,000)		\$ 165,000				
	Transfers		\$ 50,000				\$ (50,000)	
			\$ (175,000)					\$ 175,000
		\$ (200,000)	\$ 200,000					
			\$ 100,000			\$ (100,000)		
	<b>Fund Balance</b>	<b>\$ 1,013,864</b>	<b>\$ 110,877</b>	<b>\$ 58,028</b>	<b>\$ 184,610</b>	<b>\$ 153,962</b>	<b>\$ 778,389</b>	<b>\$ 195,455</b>
Fund Reserve Target	31%	\$ 263,935.58			\$ 3,900.00	N/A	N/A	N/A
2026	Forecasted Beginning Cash	\$ 1,013,864	\$ 110,877	\$ 58,028	\$ 184,610	\$ 153,962	\$ 778,389	\$ 195,455
	Estimated Revenues	\$ 3,363,612	\$ 310,000	\$ -	\$ 240,000	\$ 59,820	\$ 761,630	\$ 20,576
	Estimated Expenditures	\$ (3,113,254)	\$ (2,240,016)	\$ (134,550)	\$ (26,000)	\$ (10,000)	\$ (661,536)	\$ (497,238)
		\$ (20,576)						\$ 20,576
		\$ (165,000)		\$ 165,000				
	Transfers		\$ 50,000				\$ (50,000)	
			\$ (175,000)					\$ 175,000
		\$ (200,000)	\$ 200,000					
			\$ 75,000			\$ (75,000)		
			\$ 100,000			\$ (100,000)		
<b>Fund Balance</b>	<b>\$ 878,647</b>	<b>\$ (1,569,139)</b>	<b>\$ 88,478</b>	<b>\$ 180,094</b>	<b>\$ 153,782</b>	<b>\$ 878,483</b>	<b>\$ (42,114)</b>	
Fund Reserve Target	26%	\$ 672,004.84			\$ 3,900.00	N/A	N/A	N/A

Item B, Section IV, Item

# General Fund - Revenues

- Staff anticipates higher budget revenue in 2024 with potential development
- Additional tax and fee revenue anticipated with property value growth
- Intergovernmental fees anticipated to stay flat

Taxes  
 4010 - Ad Valorem Tax  
 4020 - City Sales & Use Tax  
 4040 - County Sales & Use Tax  
 4050 - Liquor Grs Rec Tax  
 4060 - Motor Vehicle Tax  
 4070 - Special Assessments  
 Total Taxes  
 Fees and Licenses  
 4110 - Woodside Rent  
 4120 - Utility Franchise Fees  
 4130 - Community Room Fees  
 4140 - Animal Tag Fee  
 4150 - Pool Fees  
 4160 - Occupational License  
 Total Fees and Licenses  
 Building Permits  
 4210 - Building Permit Fee - WW  
 4220 - Building Permit Fee - WWH  
 4230 - Building Permit Fee - MW  
 Total Building Permits  
 Intergovernmental  
 4310 - Police Services WWH  
 4320 - Police Services MW  
 4330 - Police Services - Crossing Guard  
 4340 - Police Services - Other Revenue  
 4350 - City Hall Use - WWH  
 4355 - City Hall Use - MW  
 4360 - Public Work Services - MW WH  
 4365 - Codes Services - MW WH  
 4370 - City Clerk Services - MW  
 Total Intergovernmental  
 Fines  
 4510 - Municipal Court Fines  
 Total Fines  
 Grants and Donations  
 4640 - Federal Grants  
 Total Grants and Donations  
 Miscellaneous  
 4710 - Interest Earnings  
 4720 - Other Income  
 4730 - Sale of Extra Trash Stickers  
 Total Miscellaneous

Year Ending 12/31/2021	Year Ending 12/31/2022	Year To Date 06/30/2023	Year Ending 12/31/2023	Current Year Budget 12/31/2023	Next Year 2024
Actual	Actual	Actual	Forecast	Adopted	Proposed
635,963.39	654,633.80	768,205.35	782,000.00	775,000.00	800,000.00
597,476.36	678,565.00	343,709.55	690,000.00	695,250.00	695,250.00
314,649.90	361,290.35	190,536.39	380,000.00	360,500.00	361,500.00
70,045.72	89,504.82	38,030.84	75,000.00	75,000.00	79,000.00
59,866.93	23,870.38	27,786.15	63,884.00	63,884.00	58,457.00
139,840.96	138,007.18	83,259.13	144,272.00	144,272.00	146,242.00
<b>1,817,843.26</b>	<b>1,945,871.53</b>	<b>1,451,527.41</b>	<b>2,135,156.00</b>	<b>2,113,906.00</b>	<b>2,140,449.00</b>
240,000.00	240,000.00	120,000.00	240,000.00	240,000.00	240,000.00
190,393.58	200,917.15	103,444.55	200,000.00	175,000.00	200,000.00
790.00	3,526.25	2,331.25	4,706.80	5,000.00	5,000.00
183.00	120.00	75.00	170.82	200.00	200.00
12,185.00	9,926.00	16,155.45	17,000.00	17,000.00	17,000.00
9,315.06	19,372.85	7,916.25	10,000.00	10,000.00	10,000.00
<b>452,866.64</b>	<b>473,862.25</b>	<b>249,922.50</b>	<b>471,877.62</b>	<b>447,200.00</b>	<b>472,200.00</b>
140,597.87	69,495.87	19,934.95	50,000.00	50,000.00	150,000.00
7,235.50	912.00	3,194.50	8,235.60	10,000.00	5,000.00
6,429.00	3,470.50	1,699.50	6,587.60	10,000.00	5,000.00
<b>154,262.37</b>	<b>73,878.37</b>	<b>24,828.95</b>	<b>64,823.20</b>	<b>70,000.00</b>	<b>160,000.00</b>
154,860.04	162,333.58	81,500.04	163,000.00	163,000.00	163,000.00
125,000.04	125,000.04	62,500.01	125,000.00	125,000.00	125,000.00
3,213.54	3,936.11	2,416.59	6,000.00	4,285.00	6,500.00
3,278.48	1,699.95	0.00	0.00	0.00	0.00
1,050.00	1,749.80	1,050.00	2,100.00	2,100.00	2,100.00
350.00	1,400.00	1,050.00	2,100.00	2,100.00	2,100.00
16,017.95	14,261.35	4,689.02	14,771.21	20,000.00	20,000.00
1,997.50	1,010.00	390.50	1,000.00	2,000.00	1,000.00
4,950.00	5,400.00	2,700.00	5,400.00	5,400.00	5,400.00
<b>310,717.55</b>	<b>316,790.83</b>	<b>156,296.16</b>	<b>319,371.21</b>	<b>323,885.00</b>	<b>325,100.00</b>
100,352.75	66,801.25	43,382.00	90,000.00	90,000.00	80,000.00
<b>100,352.75</b>	<b>66,801.25</b>	<b>32,199.00</b>	<b>77,568.86</b>	<b>90,000.00</b>	<b>80,000.00</b>
125,215.81	125,215.81	0.00	0.00	0.00	0.00
<b>125,215.81</b>	<b>125,215.81</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
1,482.45	3,654.12	19,683.58	40,000.00	1,500.00	50,000.00
28,353.68	6,481.19	46,605.63	50,000.00	2,500.00	5,000.00
703.75	195.00	67.50	187.28	250.00	250.00
<b>30,539.88</b>	<b>10,330.31</b>	<b>66,356.71</b>	<b>90,187.28</b>	<b>4,250.00</b>	<b>55,250.00</b>
<b>TOTAL 2,991,798.26</b>	<b>3,012,750.35</b>	<b>1,981,130.73</b>	<b>3,158,984.17</b>	<b>3,049,241.00</b>	<b>3,232,999.00</b>

# General Fund – General Overhead

- Electric utility rates increasing in FY 2024
- Professional fees anticipated to increase to cover IT services, Governing Body retreat, and possible other consulting services
- Some professional fees and attorney fees increasing but will be offset by revenue from developers under professional services agreement

	Year Ending	Year Ending	Year To Dat	Year Ending	Current Year Budget	Next Year
	12/31/2021	12/31/2022	06/30/2023	12/31/2023	12/31/2023	2024
	Actual	Actual	Actual	Forecast	Adopted	Proposed
<b>Salary &amp; Benefits</b>						
5040 - Payroll Taxes	1,790.39	1,566.94	746.00	2,006.27	2,500.00	2,000.00
5055 - 401a Match	10,550.00	8,550.00	6,572.00	16,000.00	12,550.00	16,000.00
5056 - AFLAC Expense	(2,233.05)	2,382.33	4,252.66	6,500.00	0.00	4,540.68
5060 - Salaries - No Retirement	23,400.00	23,400.00	9,750.00	23,400.00	23,400.00	23,400.00
<b>Total Salary &amp; Benefits</b>	<b>33,507.34</b>	<b>35,899.27</b>	<b>21,320.66</b>	<b>47,906.27</b>	<b>38,450.00</b>	<b>45,940.68</b>
<b>Employee Expenses</b>						
5105 - Staff Activities	1,555.00	1,875.59	137.25	2,000.00	1,000.00	2,000.00
5110 - Training Programs	556.00	2,633.41	0.00	3,000.00	3,000.00	3,000.00
5120 - Travel Allowance	(5.10)	0.00	0.00	1,000.00	1,000.00	1,000.00
5130 - Dues & Subscriptions	3,067.70	1,372.00	2,145.67	3,000.00	3,000.00	3,000.00
<b>Total Employee Expenses</b>	<b>5,173.60</b>	<b>5,881.00</b>	<b>2,282.92</b>	<b>9,000.00</b>	<b>8,000.00</b>	<b>9,000.00</b>
<b>Professional Fees</b>						
5240 - Municipal Court Costs	7,499.30	5,487.50	0.00	0.00	0.00	0.00
5250 - Legal Services	43,361.50	35,534.50	17,136.50	70,000.00	35,000.00	50,000.00
5260 - Audit Expenses	0.00	0.00	0.00	7,250.00	7,250.00	7,250.00
5270 - Payroll Services	3,973.57	4,371.47	2,612.51	5,000.00	5,000.00	5,000.00
5280 - Insurance & Bonds	104,933.00	114,803.60	130,871.00	135,000.00	145,000.00	140,000.00
5295 - Professional Services - Other	40,632.33	10,205.00	100.00	47,572.50	30,000.00	40,000.00
5296 - Treasurer's Services	31,087.40	16,293.84	8,252.25	18,000.00	18,000.00	18,000.00
<b>Total Professional Fees</b>	<b>231,487.10</b>	<b>186,695.91</b>	<b>158,972.26</b>	<b>282,822.50</b>	<b>240,250.00</b>	<b>260,250.00</b>
<b>General Operating Expenses</b>						
5310 - Office Supplies	6,927.24	5,392.48	4,206.54	6,000.00	6,000.00	6,000.00
5340 - Computer Expense	3,271.07	6,684.84	7,465.13	15,000.00	5,000.00	15,000.00
5345 - Postage	1,275.19	1,384.95	432.94	1,441.16	2,000.00	2,000.00
5350 - Printing	3,251.13	306.34	0.00	252.05	500.00	500.00
5355 - City Newsletter Expense	1,064.41	3,447.28	1,022.46	5,000.00	5,000.00	5,000.00
5360 - Legal Publications	482.44	976.39	33.17	500.00	500.00	500.00
5370 - Operating Supplies - Other	639.36	138.05	319.71	823.82	1,000.00	1,000.00
5395 - Miscellaneous Expense	1,855.92	(161.88)	0.00	0.00	0.00	0.00
<b>Total General Operating Expenses</b>	<b>18,766.76</b>	<b>18,168.45</b>	<b>13,479.95</b>	<b>29,017.03</b>	<b>20,000.00</b>	<b>30,000.00</b>
<b>Utilities</b>						
5410 - Building Utilities	30,339.28	32,443.64	6,057.73	21,937.18	31,500.00	45,000.00
5415 - Telephone & Data Connections	4,651.32	4,304.88	1,796.76	4,065.25	4,500.00	4,500.00
5420 - Street Light Utilities	13,401.88	14,157.56	5,640.46	13,202.10	15,000.00	20,000.00
5430 - Traffic Signal Utilities	31,031.58	32,233.60	13,635.09	31,278.93	35,000.00	40,000.00
5440 - Buildings & Grounds Maintenance	13,442.16	3,715.05	1,637.34	8,190.76	13,000.00	13,000.00
5450 - Resident Trash Service	147,241.80	138,567.60	70,491.60	140,235.16	138,350.00	144,795.60
5480 - Building Operations & Cleaning	19,201.39	14,784.09	8,763.20	22,000.00	15,500.00	20,000.00
<b>Total Utilities</b>	<b>259,309.41</b>	<b>240,206.42</b>	<b>108,022.18</b>	<b>240,909.38</b>	<b>252,850.00</b>	<b>287,295.60</b>
<b>Equipment and Maintenance</b>						
5545 - Stone Wall Repairs	451.11	0.00	0.00	0.00	0.00	0.00
<b>Total Equipment and Maintenance</b>	<b>451.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Street and Stormwater</b>						
5655 - Leaf Pickup Expenses	3,734.27	0.00	0.00	0.00	0.00	0.00
<b>Total Street and Stormwater</b>	<b>3,734.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Park and Events</b>						
5710 - Business Community Affairs	2,329.14	1,673.22	39.24	3,441.98	6,750.00	6,750.00
5720 - Outside Agencies	3,264.26	7,522.89	5,827.00	8,000.00	8,000.00	8,000.00
<b>Total Park and Events</b>	<b>5,593.40</b>	<b>9,196.11</b>	<b>5,866.24</b>	<b>11,441.98</b>	<b>14,750.00</b>	<b>14,750.00</b>
<b>Miscellaneous</b>						
5810 - Contingency	0.00	14,951.75	0.00	0.00	0.00	0.00
5832 - WV TIF 40% Sales Tax	0.00	0.00	26,038.73	26,038.73	30,000.00	30,000.00
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>14,951.75</b>	<b>26,038.73</b>	<b>26,038.73</b>	<b>30,000.00</b>	<b>30,000.00</b>
<b>Interfund Transfers</b>						
5910 - CIP - Transfer	90,000.00	100,000.00	0.00	100,000.00	100,000.00	200,000.00
5920 - Equipment Reserve Transfer	114,000.00	10,000.00	0.00	10,000.00	10,000.00	50,000.00
5960 - Debt Service Transfer	15,000.00	15,000.00	0.00	18,830.00	18,830.00	18,830.00
<b>Total Interfund Transfers</b>	<b>219,000.00</b>	<b>125,000.00</b>	<b>0.00</b>	<b>128,830.00</b>	<b>128,830.00</b>	<b>268,830.00</b>
<b>Intergovernmental</b>						
6010 - Building Permit Reimbursement - WWH	14,145.00	0.00	5,394.50	10,435.60	10,000.00	10,000.00
6020 - Building Permit Reimbursement - MW	12,974.30	0.00	13,039.50	18,080.60	10,000.00	10,000.00
<b>Total Intergovernmental</b>	<b>27,119.30</b>	<b>0.00</b>	<b>18,434.00</b>	<b>28,516.20</b>	<b>20,000.00</b>	<b>20,000.00</b>

City of Westwood, Kansas  
 As of June 30, 2023  
 Department: Administrative

# General Fund – Administration

- Court Administrator moved to Admin Dept. in 2023 and future years
- Court costs moved to Admin Dept. from Police Dept. in 2023 and future years

Salary & Benefits  
 5010 - Salaries - KPERS  
 5015 - Overtime - KPERS  
 5030 - KPERS Contributions  
 5040 - Payroll Taxes  
 5041 - State Unemployment Taxes  
 5045 - Health Insurance  
 5050 - Car Allowance  
 Total Salary & Benefits  
 Employee Expenses  
 5100 - Mayor's Discretionary Fund  
 5105 - Staff Activities  
 5110 - Training Programs  
 5120 - Travel Allowance  
 5130 - Dues & Subscriptions  
 Total Employee Expenses  
 Professional Fees  
 5210 - Prosecutor & Judge Services  
 5240 - Municipal Court Costs  
 5280 - Insurance & Bonds  
 5295 - Professional Services - Other  
 Total Professional Fees  
 General Operating Expenses  
 5310 - Office Supplies  
 5340 - Computer Expense  
 5350 - Printing  
 5360 - Legal Publications  
 5370 - Operating Supplies - Other  
 5395 - Miscellaneous Expense  
 Total General Operating Expenses  
 Park and Events  
 5720 - Outside Agencies  
 Total Park and Events  
 Interfund Transfers  
 5920 - Equipment Reserve Transfer  
 Total Interfund Transfers

Year Ending 12/31/2021	Year Ending 12/31/2022	Year To Dat 06/30/2023	Year Ending 12/31/2023	Current Year Budget 12/31/2023	Next Year 2024
Actual	Actual	Actual	Forecast	Adopted	Proposed
197,332.74	226,366.54	166,204.07	326,000.00	320,853.00	342000
913.56	2,744.93	3,074.38	4,000.00	4,000.00	5000
19,114.84	21,972.35	16,135.20	32,000.00	32,000.00	35000
14,918.56	17,059.65	9,919.57	30,000.00	30,000.00	30100
3,252.75	3,710.33	2,144.42	3,500.00	3,500.00	3500
29,024.64	44,611.32	27,576.45	59,197.80	61,800.00	60000
0.00	0.00	1,350.00	4,500.00	4,500.00	4500
<b>264,557.09</b>	<b>316,465.12</b>	<b>226,404.09</b>	<b>459,197.80</b>	<b>456,653.00</b>	<b>480,100.00</b>
607.15	101.64	250.00	1,000.00	1,000.00	1,000.00
81.64	1,275.64	564.61	1,320.77	1,500.00	1,500.00
2,120.32	1,574.08	646.48	3,167.03	5,000.00	5,000.00
374.98	896.25	304.35	1,312.57	2,000.00	2,000.00
4,987.48	1,697.00	1,118.00	3,638.55	5,000.00	5,000.00
<b>8,171.57</b>	<b>5,544.61</b>	<b>2,883.44</b>	<b>10,438.92</b>	<b>14,500.00</b>	<b>14,500.00</b>
0.00	0.00	9,625.00	23,000.00	23,000.00	23,000.00
0.00	0.00	8,226.74	18,030.43	20,000.00	20,000.00
225.00	350.00	0.00	0.00	0.00	0.00
1,235.00	0.00	0.00	2,520.55	5,000.00	5,000.00
<b>1,460.00</b>	<b>350.00</b>	<b>17,851.74</b>	<b>43,550.98</b>	<b>48,000.00</b>	<b>48,000.00</b>
1,144.01	862.16	116.98	873.14	1,500.00	1,500.00
17,477.34	0.00	0.00	0.00	0.00	0.00
43.00	127.00	439.00	691.05	500.00	500.00
34.56	0.00	0.00	0.00	0.00	0.00
78.86	592.90	95.04	347.09	500.00	500.00
0.00	15.83	430.00	430.00	0.00	0.00
<b>18,777.77</b>	<b>1,597.89</b>	<b>1,081.02</b>	<b>2,341.28</b>	<b>2,500.00</b>	<b>2,500.00</b>
221.26	501.85	0.00	0.00	0.00	0
<b>221.26</b>	<b>501.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
3,000.00	5,000.00	0.00	5,000.00	5,000.00	5,000.00
<b>3,000.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>
<b>TOTAL</b>	<b>296,187.69</b>	<b>329,459.47</b>	<b>248,220.29</b>	<b>520,528.98</b>	<b>526,653.00</b>
					<b>550,100.00</b>

# General Fund – Public Works

- Electric utility rates increasing in 2024 and future years
- Staff is investigating adding a part-time employee in 2024 or 2025 to help cover cross-training with Admin of Maintenance Worker

Salary & Benefits  
 5010 - Salaries - KPERs  
 5015 - Overtime - KPERs  
 5030 - KPERs Contributions  
 5040 - Payroll Taxes  
 5045 - Health Insurance  
 Total Salary & Benefits  
 Employee Expenses  
 5105 - Staff Activities  
 5110 - Training Programs  
 5120 - Travel Allowance  
 5130 - Dues & Subscriptions  
 5140 - Uniforms & Cleaning  
 5150 - DOT Drug Test Administrative  
 Total Employee Expenses  
 Professional Fees  
 5290 - Engineering/Design Services  
 5295 - Professional Services - Other  
 Total Professional Fees  
 General Operating Expenses  
 5310 - Office Supplies  
 5320 - Gas & Oil  
 5330 - Small Tool Expense  
 5340 - Computer Expense  
 5350 - Printing  
 5370 - Operating Supplies - Other  
 5395 - Miscellaneous Expense  
 Total General Operating Expenses  
 Utilities  
 5410 - Building Utilities  
 5415 - Telephone & Data Connections  
 5440 - Buildings & Grounds Maintenance  
 5445 - City Facility Trash Service  
 Total Utilities  
 Equipment and Maintenance  
 5510 - Repairs & Maint Buildings  
 5515 - Repairs & Maint Vehicles  
 5525 - Repairs & Maint Other Equipment  
 5530 - Repairs & Maint Streets  
 5535 - Repairs & Maint Other  
 5550 - Sand & Salt  
 5570 - Machinery & Equipment Purchase  
 5575 - Street Lights  
 5576 - Traffic Signals  
 5577 - Street Signs  
 Total Equipment and Maintenance  
 Interfund Transfers  
 5910 - CIP - Transfer  
 5920 - Equipment Reserve Transfer  
 Total Interfund Transfers

Year Ending 12/31/2021	Year Ending 12/31/2022	Year To Date 06/30/2023	Year Ending 12/31/2023	Current Year Budget 12/31/2023	Next Year 2024
Actual	Actual	Actual	Forecast	Adopted	Proposed
253,045.19	295,806.99	159,348.50	305,000.00	296,117.00	315,000.00
6,795.91	8,351.92	2,263.04	10,000.00	15,000.00	15,000.00
24,364.98	27,764.84	15,240.02	30,000.00	30,000.00	30,000.00
19,459.86	22,591.13	11,753.41	30,000.00	30,000.00	30,000.00
72,302.83	48,027.08	19,955.11	41,335.00	67,000.00	42,000.00
<b>375,968.77</b>	<b>402,541.96</b>	<b>208,560.08</b>	<b>416,335.00</b>	<b>438,117.00</b>	<b>432,000.00</b>
19.00	212.97	82.50	586.61	1,000.00	1,000.00
(13.00)	225.00	485.98	1,090.91	1,200.00	1,200.00
88.64	1,125.56	359.24	964.17	1,200.00	1,200.00
2,034.72	2,045.25	1,686.95	2,695.17	2,000.00	2,000.00
1,581.24	1,931.73	181.02	1,189.24	2,000.00	2,000.00
231.00	292.80	121.00	373.05	500.00	500.00
<b>3,941.60</b>	<b>5,833.31</b>	<b>2,916.69</b>	<b>6,899.15</b>	<b>7,900.00</b>	<b>7,900.00</b>
9,845.00	0.00	0.00	7,561.64	15,000.00	15,000.00
700.42	3,535.00	775.00	1,783.22	2,000.00	2,000.00
<b>10,545.42</b>	<b>3,535.00</b>	<b>775.00</b>	<b>9,344.86</b>	<b>17,000.00</b>	<b>17,000.00</b>
554.23	474.56	13.65	391.73	750.00	750.00
10,115.00	12,941.37	5,945.29	13,506.93	15,000.00	15,000.00
4,662.62	4,445.89	1,099.54	2,611.87	3,000.00	3,000.00
304.94	2,295.54	0.00	252.05	500.00	500.00
485.65	0.00	0.00	151.23	300.00	300.00
6,219.14	3,181.77	2,549.75	6,582.63	8,000.00	8,000.00
0.00	145.45	0.00	0.00	0.00	0.00
<b>22,341.58</b>	<b>23,484.58</b>	<b>9,608.23</b>	<b>23,496.44</b>	<b>27,550.00</b>	<b>27,550.00</b>
12,407.84	12,039.68	4,517.05	10,566.37	12,000.00	15,000.00
0.00	207.82	1,068.86	2,580.00	0.00	2,580.00
1,730.33	531.47	291.31	795.42	1,000.00	1,000.00
4,082.59	308.22	638.53	1,142.64	1,000.00	1,000.00
<b>18,220.76</b>	<b>13,087.19</b>	<b>6,515.75</b>	<b>15,084.43</b>	<b>14,000.00</b>	<b>19,580.00</b>
1,437.33	4,274.99	890.85	3,411.40	5,000.00	5,000.00
7,001.78	9,361.40	820.16	5,861.26	10,000.00	10,000.00
(249.08)	0.00	0.00	0.00	0.00	0.00
0.00	1,800.90	820.67	4,601.49	7,500.00	7,500.00
10,074.15	11,501.65	3,837.28	10,000.00	10,000.00	10,000.00
10,322.78	8,395.05	2,779.14	8,828.46	12,000.00	12,000.00
0.00	2,049.00	0.00	1,260.27	2,500.00	2,500.00
21,440.73	5,537.60	2,617.50	5,138.05	5,000.00	5,000.00
0.00	1,027.09	1,000.00	3,520.55	5,000.00	5,000.00
0.00	1,963.27	216.19	1,980.57	3,500.00	3,500.00
<b>50,027.69</b>	<b>45,910.95</b>	<b>12,981.79</b>	<b>44,602.05</b>	<b>60,500.00</b>	<b>60,500.00</b>
4,000.00	0.00	0.00	0.00	0.00	0.00
40,000.00	50,000.00	0.00	50,000.00	50,000.00	200,000.00
<b>44,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>200,000.00</b>
<b>TOTAL</b>	<b>481,045.82</b>	<b>494,392.99</b>	<b>241,357.54</b>	<b>515,761.93</b>	<b>565,067.00</b>
					<b>564,530.00</b>



# General Fund – Police

- Court Administrator moved to Admin Dept. in 2023 and future years
- Crossing guard services, IT support, and mental health co-responder all increasing in 2024

	Year Ending 12/31/2021	Year Ending 12/31/2022	Year To Date 06/30/2023	Year Ending 12/31/2023	Current Year Budget 12/31/2023	Next Year 2024
	Actual	Actual	Actual	Forecast	Adopted	Proposed
<b>Salary &amp; Benefits</b>						
5010 - Salaries - KPERs	63,115.99	66,083.10	0.00	0.00	0.00	0
5015 - Overtime - KPERs	2,187.00	1,414.80	0.00	0.00	0.00	0
5020 - Salaries - KPF	497,488.22	542,240.34	308,287.49	582,000.00	579,637.00	600,000.00
5025 - Overtime - KPF	35,765.96	41,566.12	30,656.21	65,000.00	65,000.00	65,000.00
5026 - Extra Patrol Expense	0.00	1,061.07	0.00	0.00	0.00	0
5030 - KPERs Contributions	5,736.18	6,417.44	(403.60)	0.00	0.00	0
5035 - KP&F Contributions	101,605.48	136,299.76	78,088.13	150,000.00	135,000.00	165,000.00
5040 - Payroll Taxes	45,914.59	49,402.47	28,151.44	55,000.00	55,000.00	55,000.00
5045 - Health Insurance	149,193.54	138,276.75	49,088.01	98,100.00	128,285.00	92,000.00
5050 - Car Allowance	4,500.00	5,400.00	1,800.00	4,500.00	4,500.00	4,500.00
5055 - 401a Match	(9,501.04)	0.00	0.00	0.00	0.00	0
5065 - PT Reserve Salary	342.65	2,471.00	11,859.00	16,000.00	18,000.00	18,000.00
<b>Total Salary &amp; Benefits</b>	<b>896,348.57</b>	<b>990,632.85</b>	<b>507,526.68</b>	<b>970,600.00</b>	<b>985,422.00</b>	<b>999,500.00</b>
<b>Employee Expenses</b>						
5105 - Staff Activities	227.87	616.34	432.01	2,000.00	2,000.00	2,000.00
5110 - Training Programs	5,806.22	8,325.86	6,865.12	12,000.00	12,000.00	12,000.00
5120 - Travel Allowance	10.20	1,094.53	460.03	3,000.00	4,000.00	4,000.00
5130 - Dues & Subscriptions	2,091.45	2,447.56	1,314.00	2,500.00	2,500.00	2,500.00
5140 - Uniforms & Cleaning	5,152.74	7,652.03	930.86	6,500.00	6,500.00	6,500.00
<b>Total Employee Expenses</b>	<b>13,288.48</b>	<b>20,136.32</b>	<b>10,002.02</b>	<b>26,000.00</b>	<b>27,000.00</b>	<b>27,000.00</b>
<b>Professional Fees</b>						
5210 - Prosecutor & Judge Services	22,575.00	22,050.00	0.00	0.00	0.00	0.00
5220 - School Crossing Guard Services	7,789.04	7,544.39	4,100.88	12,000.00	8,500.00	12,500.00
5225 - Mental Health Co-Responder	5,587.10	3,878.68	1,339.99	9,500.00	9,500.00	9,500.00
5230 - Animal Control Services	7,600.00	5,320.00	0.00	7,600.00	7,600.00	7,600.00
5240 - Municipal Court Costs	11,184.11	9,655.03	(878.50)	(878.50)	0.00	0.00
5295 - Professional Services - Other	5,440.12	871.00	671.00	4,400.00	4,400.00	4,400.00
<b>Total Professional Fees</b>	<b>60,175.37</b>	<b>49,319.10</b>	<b>5,233.37</b>	<b>32,621.50</b>	<b>30,000.00</b>	<b>34,000.00</b>
<b>General Operating Expenses</b>						
5310 - Office Supplies	1,513.89	(9.58)	893.42	2,000.00	2,000.00	2,000.00
5320 - Gas & Oil	11,513.49	14,050.51	4,159.98	17,000.00	21,000.00	21,000.00
5340 - Computer Expense	25,580.05	30,878.48	15,773.77	30,000.00	26,000.00	35,000.00
5345 - Postage	55.13	57.18	54.95	100.00	100.00	100.00
5350 - Printing	740.98	1,924.60	202.75	2,000.00	2,000.00	2,000.00
5370 - Operating Supplies - Other	7,351.68	9,698.02	5,243.11	7,000.00	7,000.00	7,000.00
5395 - Miscellaneous Expense	1,149.46	0.00	0.00	0.00	0.00	0.00
<b>Total General Operating Expenses</b>	<b>47,904.68</b>	<b>56,599.21</b>	<b>26,327.98</b>	<b>58,100.00</b>	<b>58,100.00</b>	<b>67,100.00</b>
<b>Utilities</b>						
5415 - Telephone & Data Connections	2,918.89	2,858.72	1,185.96	4,500.00	4,500.00	4,500.00
5480 - Building Operations & Cleaning	330.49	0.00	0.00	0.00	0.00	0.00
<b>Total Utilities</b>	<b>3,249.38</b>	<b>2,858.72</b>	<b>1,185.96</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b>4,500.00</b>
<b>Equipment and Maintenance</b>						
5515 - Repairs & Maint Vehicles	5,916.02	8,024.74	1,695.28	6,500.00	6,500.00	6,500.00
5525 - Repairs & Maint Other Equipment	809.09	2,585.42	1,073.90	3,000.00	3,000.00	3,000.00
5535 - Repairs & Maint Other	590.34	0.00	0.00	0.00	0.00	0.00
5570 - Machinery & Equipment Purchase	669.33	0.00	469.00	1,000.00	1,000.00	1,000.00
<b>Total Equipment and Maintenance</b>	<b>7,984.78</b>	<b>10,610.16</b>	<b>3,238.18</b>	<b>10,500.00</b>	<b>10,500.00</b>	<b>10,500.00</b>
<b>Park and Events</b>						
5720 - Outside Agencies	1,045.08	0.00	1,100.00	1,200.00	1,000.00	1,200.00
<b>Total Park and Events</b>	<b>1,045.08</b>	<b>0.00</b>	<b>1,100.00</b>	<b>1,604.11</b>	<b>1,000.00</b>	<b>1,200.00</b>
<b>Interfund Transfers</b>						
5920 - Equipment Reserve Transfer	20,000.00	30,000.00	0.00	30,000.00	30,000.00	70,000.00
<b>Total Interfund Transfers</b>	<b>20,000.00</b>	<b>30,000.00</b>	<b>0.00</b>	<b>30,000.00</b>	<b>30,000.00</b>	<b>70,000.00</b>
<b>TOTAL</b>	<b>1,049,996.34</b>	<b>1,160,156.36</b>	<b>554,614.19</b>	<b>1,133,925.61</b>	<b>1,146,522.00</b>	<b>1,213,800.00</b>

# General Fund – Parks & Recreation

- Recommended increase in Other Events in anticipation of 75<sup>th</sup> anniversary activities
- Increased electric utility expense anticipated
- Fireworks expense increased in 2023 and is anticipated to stay higher

City of Westwood, Kansas  
As of June 30, 2023  
Department: Parks & Rec

Professional Fees  
5280 - Insurance & Bonds  
Total Professional Fees  
General Operating Expenses  
5370 - Operating Supplies - Other  
Total General Operating Expenses  
Utilities  
5410 - Building Utilities  
5420 - Street Light Utilities  
5470 - Tree & Easement Care  
5475 - Landscaping Maintenance  
Total Utilities  
Equipment and Maintenance  
5525 - Repairs & Maint Other Equipment  
5575 - Street Lights  
Total Equipment and Maintenance  
Park and Events  
5740 - Oktoberfest  
5750 - Fireworks  
5760 - Other Events  
5770 - Pool Pass Expenses  
Total Park and Events

Year Ending 12/31/2021	Year Ending 12/31/2022	Year To Date 06/30/2023	Year Ending 12/31/2023	Current Year Budget 12/31/2023	Next Year 2024
Actual	Actual	Actual	Forecast	Adopted	Proposed
161.00	0.00	0.00	0.00	0.00	0.00
161.00	0.00	0.00	0.00	0.00	0.00
2,507.13	2,746.81	2,071.07	3,079.29	2,000.00	3,000.00
2,507.13	2,746.81	2,071.07	3,079.29	2,000.00	3,000.00
1,640.36	4,780.36	1,500.69	6,541.79	10,000.00	10,000.00
986.48	19.53	(19.53)	(19.53)	0.00	0.00
6,496.71	2,578.39	6,031.90	11,073.00	10,000.00	10,000.00
6,915.42	9,001.05	4,880.71	9,921.81	10,000.00	10,000.00
16,038.97	16,379.33	12,393.77	27,517.07	30,000.00	30,000.00
4,688.96	7,241.90	7,775.29	10,799.95	6,000.00	10,000.00
20.64	0.00	0.00	0.00	0.00	0.00
4,709.60	7,241.90	7,775.29	10,799.95	6,000.00	10,000.00
7,437.24	7,023.74	0.00	7,000.00	7,000.00	7,000.00
0.00	4,251.39	1,637.70	5,500.00	4,000.00	5,500.00
2,536.68	2,468.63	1,064.26	2,000.00	2,000.00	15,000.00
0.00	2,361.63	635.82	635.82	250.00	750.00
9,973.92	16,105.39	3,620.61	10,300.07	13,250.00	28,250.00
<b>TOTAL</b>	<b>33,229.62</b>	<b>42,473.43</b>	<b>25,860.74</b>	<b>51,696.38</b>	<b>71,250.00</b>

# Major Asset Purchases

Equipment Replacement Plan

2024



2025



2026



2027



2028

# City Facilities: Deferred Maintenance Needs

## City Hall

Priority	Description	Estimated Cost	Remaining Useful Life	Estimated Years to Failure
1.	Replace & Upgrade HVAC	\$190,500	0 years	< 2 years
2.	Replace Metal Roof	\$165,000	0 years	Failed
3.	Resurface Parking Lot	\$25,500	0 years	Failed
4.	Replace Windows/Glazing	\$288,750	0 years	Failed
5.	Rebuild Bay Window (Chief's Office)	\$7,500	0 years	Failed
6.	Replace EIFS Facade	\$83,600	0 years	Failed
7.	Replace Flat Roof	\$90,000	0 years	< 2 years

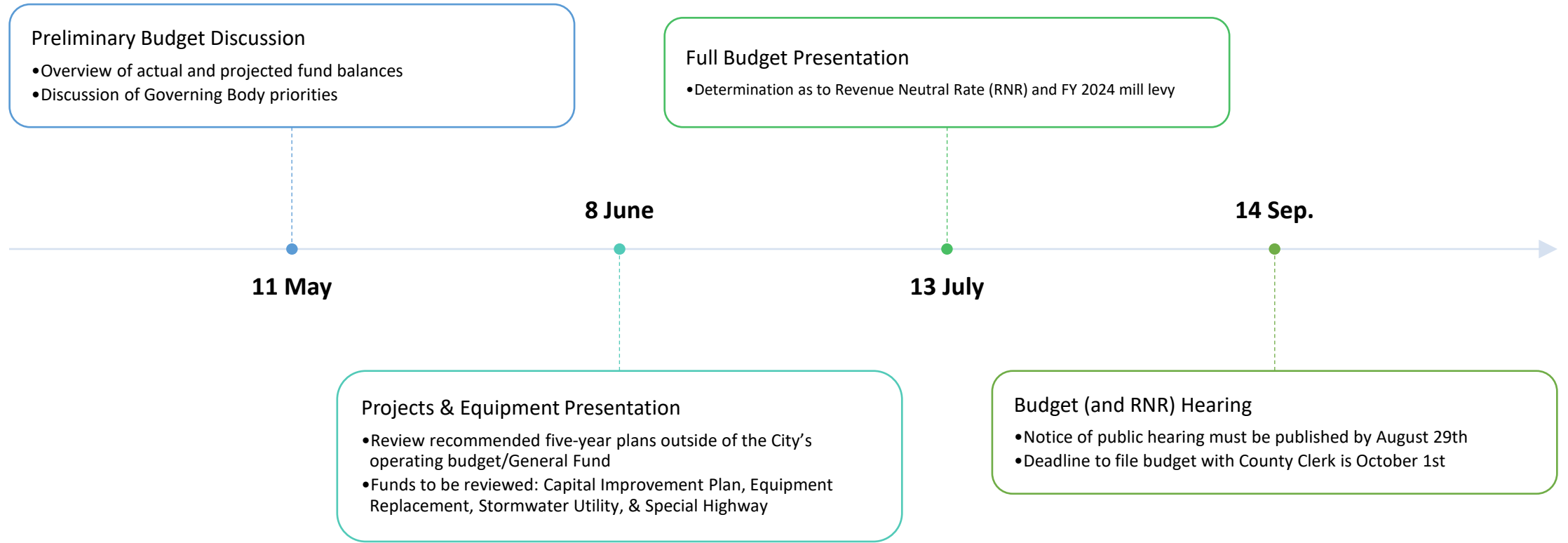
TOTAL Immediate Need: \$850,850

## Public Works

Priority	Description	Estimated Cost	Remaining Useful Life	Estimated Years to Failure
1.	Add Exhaust to All Areas of Building	\$362,180	0 years	Existing Health Risk
2.	Add Drainage in Truck Bay		0 years	Existing Safety Risk
3.	Replace Exterior Metal Facade		0 years	Failed
4.	Coat Roof & Add Snow Guards		0 years	Failed
5.	Repair Concrete Foundation		0 years	Unknown
6.	Expand Yard	\$500,913	0 years	Inadequate
7.	Rebuild Salt Shed		0 years	Inadequate

TOTAL Immediate Need: \$863,093

# Budget Calendar



**COUNCIL ACTION FORM**

Meeting Date: September 14, 2023  
Staff Contact: Leslie Herring, City Administrator

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Agenda Item: Consider Resolution No. 122-2023 approving a tax rate in excess of the Revenue Neutral Rate for the 2024 budget year.

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**Background/Description of Item**

Over the last several months the Council and staff have worked to develop the 2024 budget. The Governing Body reviewed the recommended budget on July 13<sup>th</sup> and approved the notice to exceed the Revenue Neutral Rate on that same date.

**Staff Comments/Recommendations**

The Revenue Neutral Rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the Revenue Neutral Rate would be 18.679 mills. The 2023 recommended budget requires a total mill rate of 21.198, flat with the 2023 rate.

Per Senate Bill 13, the recommended budget requires a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. Notice of intent to exceed the Revenue Neutral Rate was provided to the County Clerk before July 20<sup>th</sup> and the notice of public hearing was published on August 29, 2023. The public hearing will occur at the beginning of the September 14, 2023 meeting. The adoption of the 2024 budget will occur following the adoption of the Revenue Neutral Rate resolution.

Staff recommends the City Council approve a resolution adopting a tax rate in excess of the Revenue Neutral Rate for the 2024 budget year.

**Budget Impact**

The budget maintains the same level of services as the 2023 budget. Funding the budget with existing services does not require an increase to the mill levy rate, however it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2024 recommended budget has a total mill rate of 21.198, flat with the 2023 rate.

*Suggested Motion*

*I move to approve Resolution No. 122-2023 approving a tax rate or mill levy rate in excess of the Revenue Neutral Rate for the 2024 budget year.*

**RESOLUTION NO. 122-2023**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS, APPROVING A TAX RATE OR MILL LEVY RATE IN EXCESS OF THE REVENUE NEUTRAL RATE FOR THE 2024 BUDGET YEAR.**

**WHEREAS**, pursuant to K.S.A. 79-2988 (the "Act"), the Clerk of Johnson County, Kansas, has calculated and notified the City of Westwood, Kansas (the "City") that, for the City's 2024 budget year, the City's "revenue neutral rate" (as such term is defined by the Act) is 18.679 mills (for informational purposes only, one mill is equal to 1/1000th of a Dollar of assessed value);

**WHEREAS**, the Act further provides that no tax rate in excess of the revenue neutral rate shall be levied by the Governing Body of the City except in accordance with procedures established under the Act;

**WHEREAS**, the Governing Body of the City adopted Resolution No. 121-2023 on July 13, 2023, calling for a public hearing considering exceeding the revenue neutral rate to be held by the Governing Body on September 14, 2023;

**WHEREAS**, the public hearing was held on September 14, 2023, with an opportunity for all interested persons to be heard regarding the matter of exceeding the revenue neutral rate; and

**WHEREAS**, in accordance with the provisions of the Act, at such public hearing and after the Governing Body heard from interested taxpayers, the Governing Body voted on and approved this Resolution by majority vote of the Governing Body.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:**

**Section 1. Approval to Exceed Revenue Neutral Rate; Approved Tax Rate.** Pursuant to the Act, the City, by and through its Governing Body, hereby approves exceeding the revenue neutral rate. The City's approved tax/mill levy rate for the 2024 budget year is 21.198 mills, which amount does not exceed the amount of the proposed tax rate set forth in Resolution No. 121-2023.

**Section 2. Effective Date.** This resolution shall be effective upon its adoption by the Governing Body of the City of Westwood, Kansas.

**ADOPTED** this 14<sup>th</sup> day of September, 2023, by majority vote of the Governing Body.

\_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

\_\_\_\_\_  
Abby Schneeweis, City Clerk

**COUNCIL ACTION FORM**

Meeting Date: September 14, 2023  
Staff Contact: Leslie Herring, City Administrator

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Agenda Item: Consider adopting Resolution No. 123-2023 adopting the fiscal year 2024 annual budget.

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**Background/Description of Item**

Over the last several months the Council and staff have worked to develop the 2024 budget. The Governing Body reviewed the recommended budget on July 13<sup>th</sup> and approved the notice to exceed the Revenue Neutral Rate on that same date.

**Staff Comments/Recommendations**

The City will hold the required Revenue Neutral Rate and 2024 budget hearing on September 14<sup>th</sup>, prior to adopting a Resolution to Exceed the Revenue Neutral Rate. Both steps must occur prior to budget adoption. Once submitted to the County Clerk, the budget sets the budget authority for each fund. The City is authorized by K.S.A. 79-2929a to amend the budget before December 31<sup>st</sup> to spend money not in the original budget. The additional expenditures have to be made from existing revenue and cannot require additional tax levies.

Additional budget information can be found on the City’s website or in the attached 2024 Budget presentation.

Staff recommends the City Council adopt the 2024 budget as certified in the amount of \$5,836,605 with ad valorem tax in the amount of \$906,019.

**Budget Impact**

The budget maintains the same level of services as the 2023 budget. Funding the budget with existing services does not require an increase to the mill levy rate, but it does exceed the Revenue Neutral Rate due to revenue that will be received from increased property valuations. The 2024 recommended budget has a total mill rate of 21.198, flat with the 2023 rate.

*Suggested Motion:*

*I move to approve Resolution No. 123-2023 adopting the 2024 budget as certified in the amount of \$5,836,605 with ad valorem tax in the amount of \$906,019.*



CITY OF WESTWOOD, KANSAS

RESOLUTION NO. 123-2023

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS,  
ADOPTING THE FISCAL YEAR 2024 ANNUAL BUDGET FOR THE CITY OF WESTWOOD.**

**WHEREAS**, the Fiscal Year 2024 Annual Budget has been discussed by the Governing Body at various City Council meetings, work sessions, and other public meetings noticed in accordance with state law; and

**WHEREAS**, pursuant to K.S.A. § 79-2929, a public hearing was conducted at the September 14, 2023 City Council meeting to answer and hear any objections of taxpayers relating to the proposed Fiscal Year 2024 Annual Budget; and

**WHEREAS**, notice of publication of the proposed Annual Budget and public hearing was made as provided by law; and

**WHEREAS**, the Governing Body believes it is in the best interest of the City to adopt the Fiscal Year 2024 Annual Budget as presented.

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

**Section 1.** The City of Westwood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2024 Annual Budget as presented at the September 14, 2023, City Council meeting.

**Section 2.** Effective Date. This resolution shall be effective upon its adoption by the Governing Body of the City of Westwood, Kansas.

**Section 3.** In accordance with K.S.A. 79-1801, on or before October 1, 2023, the City Clerk shall certify and electronically file with the Johnson County, Kansas County Clerk (the "County Clerk") the budget Certificate giving the amount of ad valorem tax to be levied and the total amount of the adopted Fiscal Year 2024 Annual Budget along with other information pertaining thereto in accordance with State law.

**Section 4.** The Fiscal Year 2024 Annual Budget as approved and filed with the County Clerk shall constitute an appropriation for each fund as provided in K.S.A. 79-2934.

**ADOPTED** this 14<sup>th</sup> day of September, 2023, by majority vote of the Governing Body.

\_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

\_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

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Ryan Denk, City Attorney

## COUNCIL ACTION FORM

Meeting Date: September 14, 2023

Staff Contact: Jeff White, Financial Advisor

**Agenda Item:** Consideration of an Ordinance Making Findings and Establishing a Redevelopment District Pursuant to K.S.A. 12-1770 *et seq.*, and Amendments Thereto

### Background/Description of Item

Kansas law (KSA 12-1770 *et seq.*) permits cities to create tax increment financing (TIF) districts. A TIF district is a defined geographic area in which assessed valuations in the year in which a district is created are established as a base and for which property taxes generated on assessed valuation above that base value are captured and redirected for the payment or reimbursement of statutorily-eligible costs incurred within the district.

TIF in Kansas is a two-step process: the governing body may create a district by ordinance, subject to certain requirements, and then, within an approved district, the governing body may approve one or more TIF project plans. At the point at which a TIF project plan is in place, the City can begin to pay or reimburse TIF eligible costs within the district.

In order to create a TIF district—the first of the two creation steps—the governing body must adopt a resolution setting a public hearing no less than 30 and not more than 70 days following adoption of the resolution. The governing body adopted such a resolution on July 13, 2023, setting the public hearing for tonight’s meeting. The City was obligated to and did provide direct notice to affected parties of the upcoming public hearing. After the public hearing concludes, the governing body may consider passage of the ordinance creating the TIF district.

In its action to pass the TIF district ordinance, the governing body must make a finding that the area proposed for inclusion in the district qualifies for TIF under Kansas law. Potentially eligible areas include: blighted areas; conservation areas; land designed before 1992 as an enterprise zone; an intermodal transportation area; a major tourism area; a major commercial entertainment and tourism area; or a bioscience development area.

The ordinance before the governing body would create a TIF district on approximately 8.72 acres with eligibility as a *conservation area*. A conservation area means any improved area comprising 15% or less of the land area within the corporate limits of a city in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors: dilapidation, obsolescence or deterioration of the structures; illegal use of individual structures; the presence of structures below minimum code standards; building abandonment; excessive vacancies; overcrowding of structures and community facilities; or inadequate utilities and infrastructure.

The TIF district plan calls for redevelopment in one project area to include: a mixed-use development with uses consisting of some or all of general commercial and retail development, including development of up to approximately four (4) multistory facilities; recreational uses; associated public and private infrastructure; site work, including demolition; utilities; storm water and drainage; landscaping, plantings, fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; parking facilities; and other items allowable state law.

Kansas law provides that, if any land within a proposed TIF district is currently subject to *ad valorem* property taxes, any county (Johnson, in this case) and school district (SMSD, in this case) impacted by the TIF district’s creation would have a right to exercise a veto over the creation of the district. None of the land within this proposed TIF district is subject to *ad valorem* property taxes and, as such, neither Johnson County nor SMSD

will have a statutory right to veto the creation of the district should the governing body determine an ordinance following the public hearing.

**Staff Comments/Recommendation**

Staff recommends the governing body hold the public hearing and, upon its conclusion, pass the ordinance as presented.

**Budget Impact**

The creation of a TIF district would not have any immediate budgetary impact. No TIF increment may be spent unless and until the governing body concludes the process to create the TIF project area by adopting a subsequent ordinance doing so.

*Suggested Motion*

I move passage of Ordinance Number 1037, making findings and establishing a redevelopment district pursuant to KSA 12-1770 *et seq.* and amendments thereto.

(Published in *The Legal Record* on September 19, 2023)

**ORDINANCE NO. 1037**

**AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS MAKING FINDINGS AND ESTABLISHING A REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 ET SEQ., AND AMENDMENTS THERETO.**

**WHEREAS**, pursuant to the provisions of K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the City of Westwood, Kansas (the “City”) is authorized to establish redevelopment districts within a defined area of the City that is an “eligible area” as defined in the Act; and

**WHEREAS**, the City Council (the “Governing Body”) adopted Resolution No. 119-2023 on July 13, 2023, calling for a public hearing considering the establishment of a redevelopment district to be held by the Governing Body on September 14, 2023; and

**WHEREAS**, notice of the public hearing was given as required by the Act; and

**WHEREAS**, the public hearing was opened and closed on this date.

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

**SECTION 1.** The Governing Body hereby finds that the real property described in **Exhibits A and B** (the “Redevelopment District”) attached hereto is a “conservation area” as defined in the Act, and is therefore an eligible area for being designated as a redevelopment district, because (a) the Redevelopment District comprises less than 15% of the land area within the corporate limits of the City; (b) at least 50% of the structures within the Redevelopment District have an age of 35 years or more; and (c) the Redevelopment District is not yet blighted, but may become blighted, due to the existence of (i) dilapidation, obsolescence or deterioration of the structures; (ii) the presence of structures below minimum code standards; and (iii) building abandonment.

**SECTION 2.** The Governing Body hereby finds that the real property described in **Exhibits A and B** is the same real property designated in the notice of public hearing given as required by the Act and Resolution No. 119-2023.

**SECTION 3.** The Governing Body hereby finds that the conservation, development or redevelopment of the Redevelopment District is necessary to promote the general and economic welfare of the City.

**SECTION 4.** The Governing Body hereby establishes the Redevelopment District, which shall consist of a single project area, depicted on the map attached hereto as **Exhibit A**. The district plan is hereby approved, and consists of buildings and facilities to be constructed within the Redevelopment District generally described as follows:

A mixed-use development consisting of some or all of the following uses and improvements, without limitation: general commercial and retail development, including development of up to approximately four (4) multistory facilities; recreational uses; associated public and private infrastructure; site work, including demolition; utilities; storm water and drainage;

landscaping, plantings, fountains, shelters, benches, sculptures, lighting, decorations and similar amenities; parking facilities; and other items allowable under the Act.

**SECTION 5.** This Act authorizes the issuance of bond by the City to finance all or a portion of the costs of implementing the district plan. Such bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of passage of this Ordinance, pursuant to Treasury Regulation 1.150-2 in the maximum principal amount of \$10,000,000.

**SECTION 6.** This Ordinance shall take effect and be in force from and after its passage and publication as provided by law.

*[Balance of page intentionally left blank]*

**PASSED** by the Governing Body and **SIGNED** by the Mayor this September 14, 2023.

[SEAL]

---

David E. Waters, Mayor

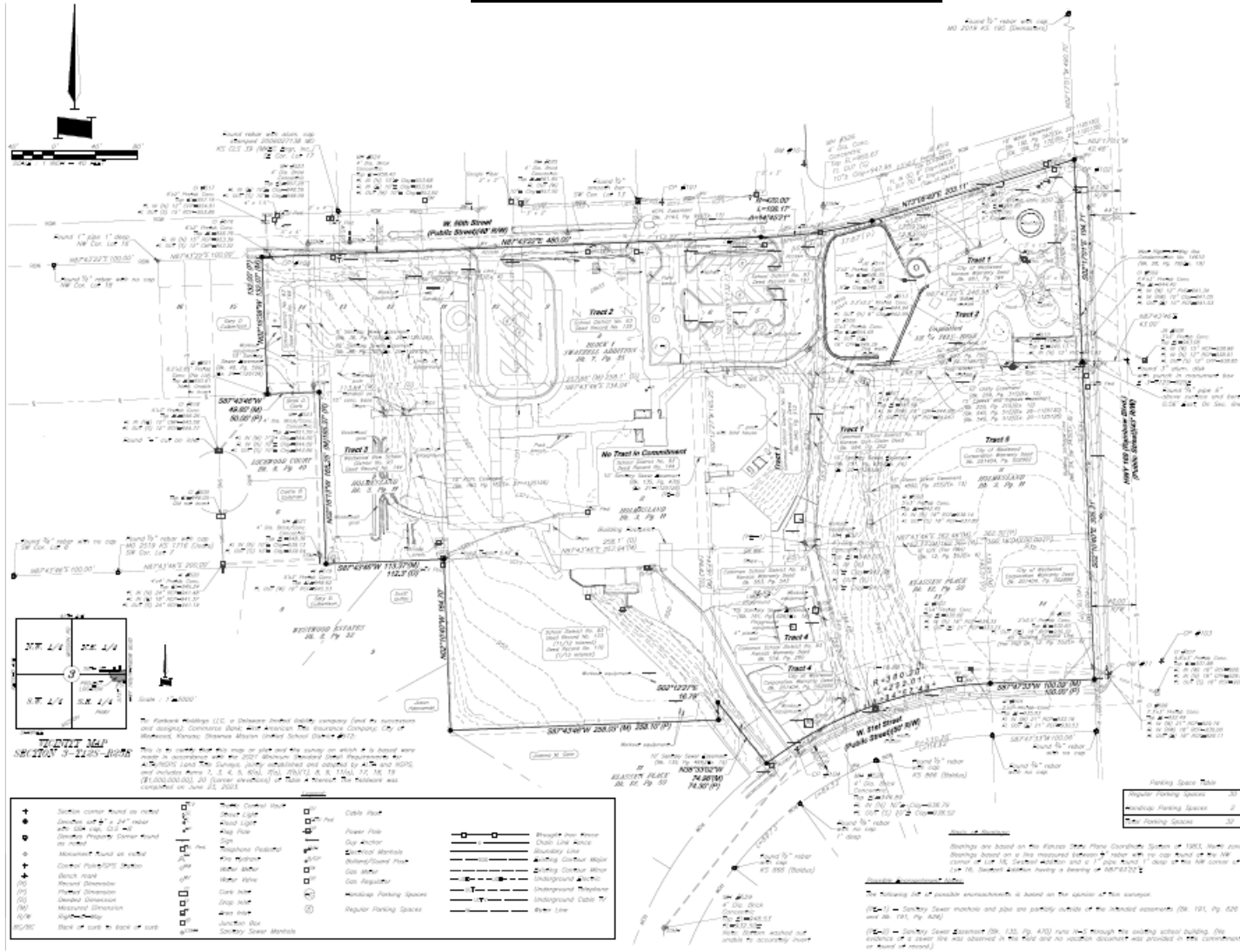
Attest:

---

Abby Schneweis, City Clerk

EXHIBIT A

MAP OF REDEVELOPMENT DISTRICT



GBA  
architects  
engineers

8501 Renner Boulevard  
Lenexa, Kansas 66219  
913.492.0400  
www.gbaem.com  
lenexa@gbasystem.com

ALTAIRNS LAND TITLE SURVEY

Redevelopment District of Section 5,  
Township 22 South, Range 2E East,  
City of Shawnee, Johnson County, Kansas

PREPARED FOR:  
Adam Feldman  
Archery Real Estate Company  
3845 Shawnee Mission  
Parkway, Suite 400

DATE:  
05/31/2023

PROJECT NAME:  
1600115  
05/31/2023

DRAWN:  
E.E.E.

SHEET NUMBER:  
1 OF 2



**EXHIBIT B****LEGAL DESCRIPTION OF REDEVELOPMENT DISTRICT**

A tract of land being all of Lots 12, 13 and 14, Block 1, KLASSEN PLACE, a subdivision recorded in Bk. 12, Pg. 50; all of Lots 1 through 14, Block 1, SWATZELL ADDITION, a subdivision recorded in Bk. 7, Pg. 35; part of Lots 8 and 9, HOLMESLAND, a subdivision recorded in Bk. 3, Pg. 11; and part of the Northeast Quarter of Section 3, Township 12 South, Range 25 East of the 6th Principal Meridian, in the City of Westwood, Johnson County, Kansas, being more particularly described by Timothy Blair Wiswell, LS 1136, of George Butler Associates Inc., CLS 8, on July 13, 2023, as follows:

Commencing at the Southeast Corner of said Northeast Quarter; thence South 87°43'46" West, on the South line of said Northeast Quarter, a distance of 43.00 feet, to a point on the West Right-of-Way line of Highway 169, also known as Rainbow Boulevard, as now established per Condemnation No. 14610, recorded in Bk. 26, Pg. 79, said point also being the Point of Beginning; thence South 02°10'40" East, departing said South line, on said West Right-of-Way line, a distance of 305.31 feet, to the Southeast corner of said Lot 14, KLASSEN PLACE; thence South 87°47'33" West, departing said West Right-of-Way line, on the Northerly Right-of-Way line of W. 51st Street, as now established per said KLASSEN PLACE, a distance of 100.09 feet (100.0 feet per plat), to a point of curvature, said point also being the Southwest corner of said Lot 14; thence Southwesterly, continuing on said Northerly Right-of-Way line, and on a curve to the left, having a radius of 380.20 feet, a central angle of 34°57'49", and an arc length of 232.01 feet, to the most Southerly corner of said Lot 12, KLASSEN PLACE; thence North 38°33'02" West, continuing on said Northerly Right-of-Way line, a distance of 74.96 feet (74.30 feet per plat), to a point on the West line of said Lot 12; thence South 02°12'27" East, continuing on said Northerly Right-of-Way line, a distance of 16.79; thence South 87°43'46" West, continuing on said Northerly Right-of-Way line and the extension thereof being the North line of said Lot 11, KLASSEN PLACE, a distance of 258.03 feet (258.10 feet per plat), to the Northwest corner of said Lot 11, also being the Southwest corner of said Lot 8, HOLMESLAND; thence North 02°10'40" West, departing said North line of Lot 11, on the West line of said Lot 8, a distance of 164.70 feet, to the Southeast corner of the North Half of said Lot 9, HOLMESLAND; thence South 87°43'46" West, departing said West line of Lot 8, on the South line of the North Half of said Lot 9, a distance of 113.15 feet (112.3 feet per deed), to the Southeast corner of Lot 6, LOCKWOOD COURT, a subdivision recorded in Bk. 8, Page 40; thence North 02°16'38" West, departing said South line, on the East line of Lots 6 and 5, LOCKWOOD COURT, a distance of 165.25 feet, to the Northeast corner of said Lot 5, also being the Southeast corner of said Lot 14, Block 1, SWATZELL ADDITION; thence South 87°43'46" West, departing the East line of said Lots 6 and 5, on said South line of said Lot 14, a distance of 50.00 feet, to the Southwest corner of said Lot 14; thence North 02°16'38" West, departing said South line, on the West line of said Lot 14, a distance of 132.07 feet (132.00 feet per plat), to the Northwest corner of said Lot 14; thence North 87°43'22" East, departing said West line, on the Southerly Right-of-Way line of W. 50th Street, as now established per said SWATZELL ADDITION, a distance of 480.00 feet, to a point on a non-tangent curve; thence Northeasterly, continuing on said Southerly Right-of-Way line, and on a curve to the left, having an initial tangent bearing of North 89°04'45" East, a radius of 420.00 feet, a central angle of 14°45'21", and an arc length of 108.17 feet; thence North 73°06'49" East, continuing on said Southerly Right-of-Way line, a distance of 203.11 feet, to a point on the West Right-of-Way line of said Highway 169; thence South 02°17'01" East, departing said Southerly Right-of-Way line, on said West Right-of-Way line, a distance of 194.71 feet, to the Point of Beginning.

And also,

The South 20.0 feet of West 50<sup>th</sup> Street right-of-Way, the West 43.0 feet of Rainbow Blvd Right-of-Way and the North 25.0 feet of West 51<sup>st</sup> Street Right-of-Way, lying adjacent to the above-described Tract Description, containing an aggregate 379,731.67 square feet, or 8.7174 acres, more or less.

**CONSERVATION AREA ANALYSIS**

for

**Proposed 5050 Rainbow Tax Increment Financing District  
City of Westwood, Kansas**

**September 14, 2023**

**Study Area**

The Study Area is composed of six (6) tax parcels located on approximately 7.8 acres located at the southwest corner of W. 50<sup>th</sup> Street and Rainbow Boulevard in the City of Westwood, Kansas. A legal description of the Study Area is attached as **Exhibit A** and a map of the Study Area is attached as **Exhibit B**.

The tax parcels within the Study Area consist of the following:

<b>Johnson County Parcel ID</b>	<b>Land Area (acres)</b>	<b>Owner</b>	<b>Property Description/Use</b>
RF251203-3060	0.42	City of Westwood	Public park
RP27000000 0008	4.49	Unified School District No. 512	School district purposes
RP27000000 0008D	1.03	City of Westwood	Vacant / greenspace
RP30000001 0012A	0.48	Unified School District No. 512	School district purposes
RP30000001 0012B	0.83	City of Westwood	Vacant / greenspace
RP63000001 0001	0.53	City of Westwood	Public park

**Statutory Requirements**

In order for TIF financing to be available for a project, the project must be in an “eligible area.” K.S.A. 12-1770a(g) defines “eligible area” as follows:

...a blighted area, conservation area, enterprise zone, intermodal transportation area, major tourism area or a major commercial entertainment and tourism area, bioscience development area or a building or buildings which are 65 years of age or older and any contiguous vacant or condemned lots.

This study considers whether the area in question meets the statutory definition of a “conservation area.” K.S.A. 12-1770a(d) defines “conservation area” as follows:

(d) ...any improved area comprising 15% or less of the land area within the corporate limits of a city in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

- (1) dilapidation, obsolescence or deterioration of the structures;
- (2) illegal use of individual structures;

- (3) the presence of structures below minimum code standards;
- (4) building abandonment;
- (5) excessive vacancies;
- (6) overcrowding of structures and community facilities; or
- (7) inadequate utilities and infrastructure.

As explained more fully below, the Study Area meets the requirements for designation as a conservation area set forth in K.S.A. 12-1770a(d), as it constitutes less than 15% of the area of the City of Westwood and at least 50% of the structures in the area are at least 35 years old. The Study Area also meets three (3) of the seven factors set forth in K.S.A. 12-1770a(d) for a conservation area designation, including:

- (1) dilapidation, obsolescence or deterioration of the structures;
- (2) the presence of structures below minimum code standards; and
- (3) building abandonment.

K.S.A. 12-1770a(d) requires that at least two of the criteria be satisfied, and the Study Area has satisfied three (3) such criteria.

**Land Area**

The first requirement for conservation area designation under K.S.A. 12-1770a(d) is that the property in the proposed Redevelopment District must be less than 15% of the land area within the City of Westwood.

The total land area within the Study Area is approximately 7.8 acres. The total land area within the City limits is approximately 262 acres. Therefore, the Study Area constitutes 3.0% of the total land area of the City of Westwood which is less than 15% of the area of the City of Westwood.

**Structures**

The second requirement for conservation area designation under K.S.A. 12-1770a(d) is that 50% or more of the structures in the area have an age of 35 years or more.

The following structure is the sole structure located within the Study Area:

<b>Johnson County Parcel ID</b>	<b>Address</b>	<b>Structure</b>	<b>Year Built</b>	<b>Source</b>
RP27000000 0008	2511 W. 50 <sup>th</sup> St.	Elementary school	1968	Johnson County, Kansas Automated Information Mapping System (AIMS)

The Johnson County Appraiser Records relied upon to establish the age of the building are attached as **Exhibit C**.

As displayed in the table above, the only structure within the Study Area is at least 35 years old. Therefore, the Study Area meets the requirement that 50% or more of the structures have an age of 35 years or more.

## Additional Factors

The third requirement for conservation area designation under K.S.A. 12-1770a(d), is that the area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the factors set forth in such subparagraph.

The Study Area may become blighted as a result of the presence of the following conditions, as further described below:

### *Dilapidation, obsolescence or deterioration of the structures*

- With respect to the sole structure in the proposed conservation area, the roof warranty expired in 2019 and needs replacement.
- The HVAC system needs to be replaced. As recently as August 21-22, 2023, school was cancelled for students because the HVAC stopped functioning and emergency repairs were needed before students and staff could reenter the building. The estimated replacement cost of this item alone, as provided by Shawnee Mission School District, is \$1.7M.



Damaged condenser coil fins.

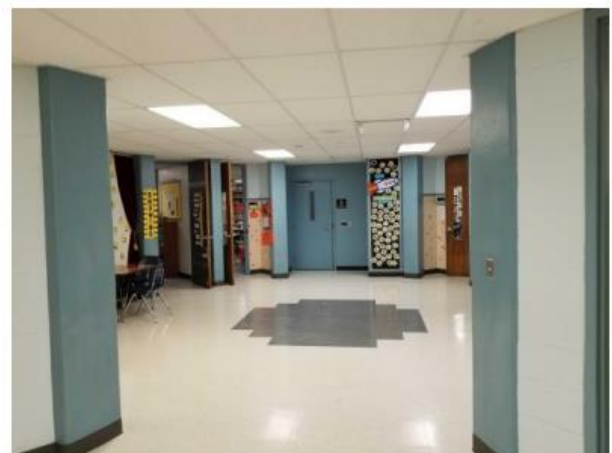
- Several of the exterior doors are leaking and allowing water into their rooms.
- The building lacks electrical outlets sufficient to meet modern building needs.

### *The presence of structures below minimum code standards*

- Classroom doors are used for building egress and swing the wrong way for code compliance.



Classroom door recess



No egress at end of corridors

- Classroom door recess does not meet ADA clearance for a pull side approach.
- Corridors appear to be a return air path for the rooftop HVAC units. Exit corridors are not allowed to be used as return air path per International Mechanical Code.
- Observations regarding code deficiencies include the following items of note:
  - 2018 IBC requires a full FEMA storm shelter which would require backup generator power, ventilation and restrooms.
  - 2018 IBC added requirements for carbon monoxide detection in select classrooms served by fuel fired equipment.
- Building is not equipped with fire sprinkler system.
- An emergency boiler shutdown is required to be added to existing boiler systems.
- Exterior illumination appears insufficient. There is no dedicated parking lot lighting. Wall mounted light fixtures were aged and lenses are significantly yellowed.



Exterior lighting in need of update & additional fixtures.



Additional exterior lighting recommended for security.

- Incoming electrical service should be revised to enclose service feeders where bus duct is installed. Bus duct service feeders extended through gym storage room on first floor to feed main service disconnect on ground level. Bus duct enclosure may not be finger safe and was not separated from storage space by other means.
- A complete replacement of all fire alarm devices and control panels is required to support a mass notification system. Additional smoke detection may be required.

Any repurposing of the building which involves any sort of substantial renovation, which is highly likely for any use other than use as school (which seems highly unlikely) would require bringing the building into compliance with existing code requirements and would further require retrofitting the building to comply with ADA standards. Commencement of any construction activities at the former Westwood View School would trigger compliance obligations with the Americans with Disabilities Act 2010 accessibility standards which would likely require significant expenditure

and modification of the School Building. In addition to these legal requirements necessitating significant expenditure, the building conditions which led to the decision by the SMSD to vacate the school and sell the site would need to be addressed to make it viable for prolonged occupancy, likely at substantial expense for any end user.

### ***Building abandonment***

The Shawnee Mission School District constructed a new building for Westwood View Elementary School on an adjacent property parcel, at 4935 Belinder Ave., in 2022. Following the demolition and reconstruction of Rushton Elementary School on its site in Mission, students of Rushton Elementary – who are temporarily located at the former Westwood View Elementary at 2511 W. 50<sup>th</sup> St. – will relocate to the new school building. The rebuilt Rushton Elementary School is scheduled to be completed in time for the students to begin classes in the new building in Mission in August 2024. Following the Shawnee Mission School District’s move of the Rushton students to their new building, the District has publicly stated its intention to decommission the building at 2511 W. 50<sup>th</sup> St. as a school and has no purpose for the building or property thereafter. As there are very limited options for reuse of a former elementary school building and playground, the likelihood of repurposing the building and site as it currently exists is remote.

As such, this building and its associated structures are being abandoned by the property owner, Shawnee Mission School District, as it has no use for the building beyond July 2024 and neither the City nor the private market have any use for the building beyond its use as a public elementary school.

### **Conclusion**

The Study Area meets the first and second requirements for designation as a conservation area under K.S.A. 12-1770a(d), as it constitutes less than 15% of the area of the City of Westwood and at least 50% of the structures in the area are at least 35 years old.

The Study Area also meets three (3) of the seven factors set forth in K.S.A. 12-1770a(d) for a conservation area designation, including:

- (1) dilapidation, obsolescence or deterioration of the structures;
- (2) the presence of structures below minimum code standards; and
- (3) building abandonment.

K.S.A. 12-1770a(d) requires that at least two of the criteria be satisfied, and the Study Area has satisfied three (3) of such criteria.

In conclusion, the Study Area satisfies the requirements for designation as a conservation area under the requirements of K.S.A. 12-1770a(d).

**EXHIBIT A****LEGAL DESCRIPTION OF STUDY AREA**

A tract of land being all of Lots 12, 13 and 14, Block 1, KLASSEN PLACE, a subdivision recorded in Bk. 12, Pg. 50; all of Lots 1 through 14, Block 1, SWATZELL ADDITION, a subdivision recorded in Bk. 7, Pg. 35; part of Lots 8 and 9, HOLMESLAND, a subdivision recorded in Bk. 3, Pg. 11; and part of the Northeast Quarter of Section 3, Township 12 South, Range 25 East of the 6th Principal Meridian, in the City of Westwood, Johnson County, Kansas, being more particularly described by Timothy Blair Wiswell, LS 1136, of George Butler Associates Inc., CLS 8, on July 13, 2023, as follows:

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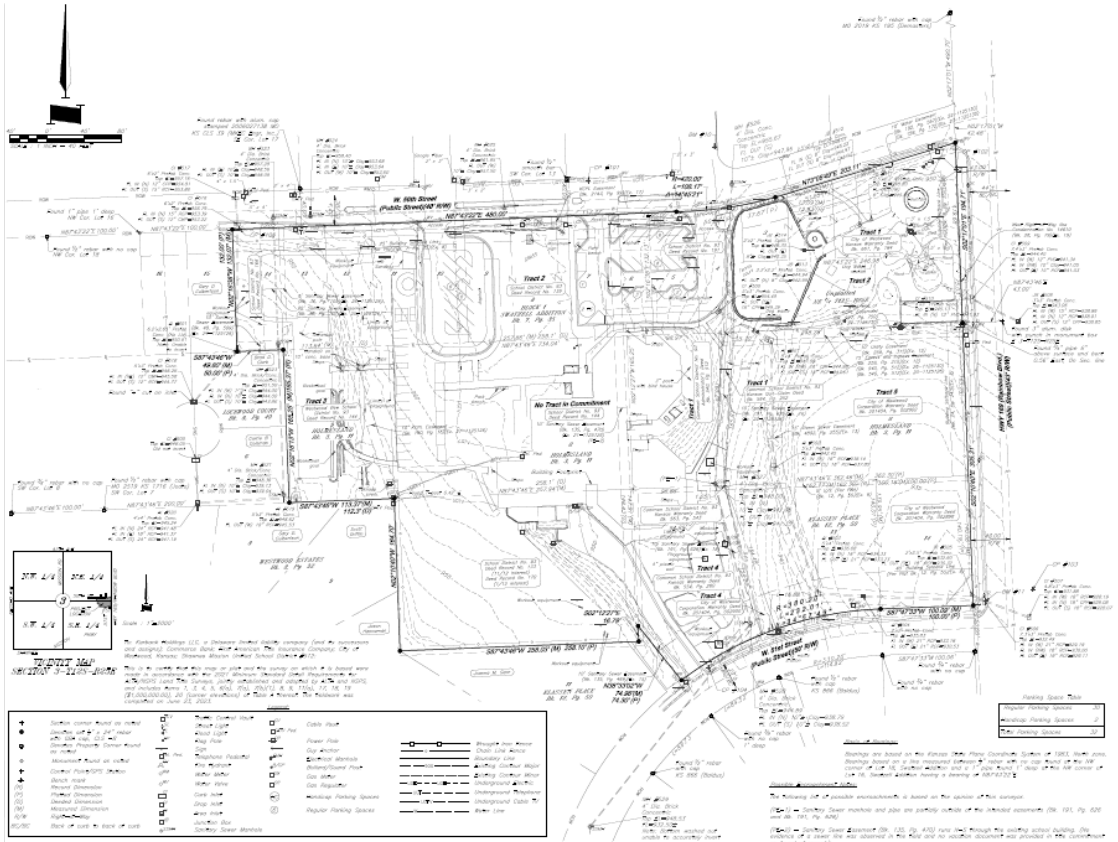
And also,

The South 20.0 feet of West 50<sup>th</sup> Street right-of-Way, the West 43.0 feet of Rainbow Blvd Right-of-Way and the North 25.0 feet of West 51<sup>st</sup> Street Right-of-Way, lying adjacent to the above-described Tract Description, containing an aggregate 379,731.67 square feet, or 8.7174 acres, more or less.



# EXHIBIT B

## MAP OF STUDY AREA



**GBA**  
architects  
engineers

9001 Renner Boulevard  
Lenexa, Kansas 66215  
913-261-2121 ext. 400  
www.gbaeam.com  
lenexa@gbaeam.com

**ALTRANSPS LAND TITLE SURVEY**  
November 2020, 10:00 AM CST  
City of Shawnee, Johnson County, Kansas

Prepared For:  
Adam Pashner  
Robert Real Estate Company  
2000 Shawnee Mission  
Parkway, Suite 400

1 OF 2



**EXHIBIT C**  
**JOHNSON COUNTY APPRAISER RECORDS**

Property Record Card

Parcel ID: 0460620304001002000

Quick Ref: R168789

Tax Year: 2023

Run Date: 7/3

Item E, Section IV, Item

PROPERTY SITUS ADDRESS

002511 W 50TH ST, WESTWOOD, KS

LAND BASED CLASSIFICATION SYSTEM

**Function:** 6121 Elementary  
**Activity:** 4110 Classroom-type activities  
**Ownership:** 4260 Educational Institution (school distr)  
**Site:** 6000 Developed site - with buildings

GENERAL PROPERTY INFORMATION

**Prop Class:** Exempt - E  
**Living Units:** 0  
**Zoning:** R-1  
**Neighborhood:** 401.X  
**Econ. Adj. Factor**  
**Map/Routing:** F03  
**Tax Unit Group:** 0657UW

LEGAL DESCRIPTION

HOLMESLAND LT 8 EX E 23' S 1/2 EX W 362.3' E  
 385.3' S 1/2 PLATTED & EX ELY TR BG NE CR W  
 271.28' SLY TO NE CR LT 12 KLASSEN PL E TO E/L  
 N TO BG & ALL E 112.3' N 1/2 LT 9 & SWATZELL  
 ADD LTS 4-14 BLK 1 WWC 194  
 BTAO 4137 0



01/19/2022

PROPERTY FACTORS

**Topography:** 1 - Level  
**Utilities:** 1 - All Public  
**Access:** 1 - Paved Road  
**Fronting:** 5 - Residential Lane  
**Location:** 6 - Neighborhood or Spot  
**Parking Type:** 1 - Off Street  
**Parking Quantity:** 2 - Adequate  
**Parking Proximity:** 3 - On Site  
**Parking Covered:**  
**Parking Uncovered:**

INSPECTION HISTORY

Date	Process	Reason	Code
12/30/2022			
8/9/2016	J - Inspected and Measured 17% - Digital Review		
12/21/2015	J - Inspected and Measured 17% - Digital Review		
3/25/2015	GM - Georeference Maintenance		

BUILDING PERMITS

Number	Amount	Type	Issue Date	Status	%
16-0080	\$9,570.00	NV - No Value Added	5/26/2016	Closed	100
15-0166	\$1,000.00	NS - Shed	9/21/2015	Closed	100
15-0025	\$1,500,000.00	CA - Commercial Addition-JO	2/27/2015	Closed	100
		0			
09-0064	\$202,710.00	PL - Parking Lot-JO	6/2/2009	Closed	100

CURRENT APPRAISED VALUE

PREVIOUS APPRAISED VALUE

Class	Land	Building	Total	Class	Land	Building	Total
E	195,640	2,695,750	2,891,390	E	195,640	2,318,840	2,514,480
<b>Totals</b>	<b>195,640</b>	<b>2,695,750</b>	<b>2,891,390</b>	<b>Totals</b>	<b>195,640</b>	<b>2,318,840</b>	<b>2,514,480</b>

MARKET LAND INFORMATION

Method	Type	AC/SF	Inf1	Inf2	Infact1	Infact2	Override	OVR Rsn	OVRCls	Model	Base Size	Base Val	Inv Value	Dec Value	Value Est
Sqft	1 - Typical Site	195636.0			0					619	1	1	1	1.00	195,640
		0													
														<b>Total</b>	<b>195,640</b>

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Item E. Section IV, Item

GENERAL BUILDING INFORMATION

**LBCS Structure Code:** 4211 Elementary school  
**Bldg No. & Name:** 1.000000 - WESTWOOD VIEW ELEMENTARY  
**Identical Units:** 1  
**No. of Units:** 1  
**Unit Type:**  
**MS Mult:**  
**MS Zip:**

IMPROVEMENT COST SUMMARY

**Building RCN:** 5,226,843  
**Mkt Adj:** 100 **Eco Adj:** 0.000000  
**Building Value:**  
**Other Improvements RCN:** 205,820  
**Other Improvements Value:** 82,330

APARTMENT DATE

1 2 3 4 5 6 7 8

Units:

BR Type:

Baths:

COMMERCIAL BUILDING SECTIONS & BASEMENTS

Sec	Occupancy	MSCIs	Rank	YrBlt	Eff Yr	Level	Area	Perim	Hgt.	In Use	RCN	% Gd	Value
1	Classroom	C	2	1968		01/01	26257	903	12		5226843	50	2613420

DEPRECIATION FOR Classroom

Physical Condition	Functional	Econ	Override Percent	Override Reason
Normal/AV	Normal/Average		0	

DWELLING COMPONENTS

Code	Units	Pct	Year
611 Package Unit	0	100	
805 Brick with Block Back-up	0	100	

Property Record Card

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Item E, Section IV, Item

AGRICULTURE LAND

AG LAND SUMMARY

Type	Acres	Soil Unit	Irr Type	Well Depth	Acre Feet	Acre Ft/Ac	Adj Code	Base Rate	Adj Rate	Value
------	-------	-----------	----------	------------	-----------	------------	----------	-----------	----------	-------

**Total Acres:**  
**Total Use Value:**  
**Total Mkt Value:**

OTHER BUILDING IMPROVEMENTS

Occupancy	MSCIs	Rank	Qty	Eff Yr	LBCS	Area	Perim	Hgt	Dimision	Stories	Cls	RCN	% Gd	Value
Site Improvements	C	2	1			10		8		1		0	40	82,330

DEPRECIATION FOR Site Improvements

Physical Condition	Functional	Econ	Override Percent	Override Reason
Normal/AV	Normal/Average			

BUILDING COMPONENTS for Site Improvements

Code	Units	Pct	Size	Rank	Year
Paving, Asphalt w/Base	41,000	40			

IMPROVEMENT COST SUMMARY

**Other Improvements RCN:** 0  
**Eco Adj:**  
**Other Improvement Value:** 82,330

Property Record Card

Parcel ID: 0460620304001002000

Quick Ref: R168789

Tax Year: 2023

Run Date: 7/3

*Item E. Section IV, Item*

APEX SKETCH

**City of Westwood, Kansas  
City Council Meeting  
August 10, 2023 – 7:00 p.m.**

Council Present: David E. Waters, Mayor  
Jeff Harris, Council President  
Jason Hannaman, Councilmember  
Laura Steele, Councilmember  
Holly Wimer, Councilmember

Council Absent: Andrew Buckman, Councilmember

Staff Present: Leslie Herring, City Administrator  
Curtis Mansell, Police Chief  
John Sullivan, Public Works Director  
Ryan Denk, City Attorney  
Abby Schneweis, City Clerk

**Call to Order**

Mayor Waters called the meeting to order at 7:00 p.m. on August 10, 2023. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

**Approval of Agenda**

Motion by Councilmember Harris to approve the August 10, 2023, City Council meeting agenda as submitted. Second by Councilmember Steele. Motion carried by a 4-0 voice vote.

**Public Comment**

Ellen Marsee, 4957 Adams, said she objects to the most recent building renderings for the properties at 5000 and 5050 Rainbow Boulevard by Karbank Holdings LLC (Karbank). Ms. Marsee said she believes the proposed terra cotta buildings do not look like they belong in Westwood. Ms. Marsee also said she opposes the entire proposal by Karbank because she lives right across the street from the properties that are being considered for redevelopment.

Mike Coffman, 2217 W 50<sup>th</sup> Street, Westwood Hills, read a statement to the Governing Body regarding the Karbank proposal. The statement is included in Exhibit A of this document.

Patti Coffman, 2217 W 50<sup>th</sup> Street, Westwood Hills, said she and her husband are former residents of Westwood. Ms. Coffman said she is not in favor of the changes being proposed. Ms. Coffman said she wrote a letter to Steve Karbank and said she would not read the entire letter but wanted to share some points she made in it. In Ms. Coffman's letter to Steve Karbank, she said if the proposed development were approved, Ms. Coffman suspects there will be a lot of conflict. In order to avoid conflict, Ms. Coffman suggested to Mr. Karbank to keep the fountain, flagpole and surrounding trees at 50<sup>th</sup> Street and Rainbow Boulevard as is. Ms. Coffman suggested Mr. Karbank softening the architecture of the building, she said she believes the proposed buildings are too modern looking for the area.

Jamie Harkar, 2212 W 50<sup>th</sup> Terrace, Westwood Hills, said she is concerned about pedestrian safety on Rainbow Boulevard. Ms. Harkar said she thought it was tragic that the City is considering the Karbank development in the midst of a residential area. Ms. Harkar said Westwood Hills is a historic district, and noted that Westwood is not, and she does not think change is bad, but believes it is a little grotesque to put three and four story buildings in the midst of a residential neighborhood.

### **Presentations and Proclamations**

#### **Award Westwood Foundation Scholarship to Elizabeth Benes**

Mayor Waters presented Ms. Benes with the 2023 Westwood Foundation Scholarship. Ms. Benes is a member of the National Honors Society, the Music Honors Society, is a team captain for varsity cross country and track, and is the recipient of the Gold Award in Girl Scouts. Ms. Benes is a licensed Certified Nurse's Assistant and has a deep and constant record of community service on her resume. Ms. Benes is a 2023 graduate of Bishop Miege and plans to attend Avila in the fall to study nursing.

### **Consent Agenda**

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion. There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. Consider July 13, 2023, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 753

Motion by Councilmember Harris to approve the Consent Agenda as submitted. Second by Councilmember Wimer. The City Clerk conducted a roll call vote. Motion carried by a 4-0 vote.

### **Mayor's Report**

Mayor Waters noted that August 15<sup>th</sup> is the first day of school for Westwood View and reminded the community to be aware of students and families walking and biking to school. Mayor Waters provided an overview of events he plans to attend as Mayor.

Mayor Waters said the City continues to work with the Karbank team on the terms of the development agreement, donation agreement and other agreements for the project if it is approved. The Planning Commission received a general overview of the proposal at its July 10<sup>th</sup> meeting, and opened a public hearing regarding rezoning at the August 7<sup>th</sup> meeting. The Planning Commission will continue the Public Hearing during its September 11<sup>th</sup> meeting at 7:00 p.m. The City Council will consider the establishment of a Public Benefit Tax Increment Financing District during the September 14<sup>th</sup> meeting. If the Karbank proposal moves forward, this District would allow the City to finance the development of a new future park.

Mayor Waters shared that the City has a detailed website with updates on the Karbank proposal, frequently asked questions, copies of plans and presentations, and links to past City planning work including the 2021 Urban Land Institute Technical Assistance Panel, the 2017 Comprehensive Plan, and the 2022 City Facilities Assessment and Feasibility Study.

Mayor Waters shared that The Buzz recently listed the many opportunities throughout Johnson County for Westwood community members to serve and volunteer on boards and committees. Those interested can contact City Hall to get more information.

**Councilmember Reports**

No reports were made by members of the Council.

**Staff Reports****Administrative Report**

Ms. Herring provided an overview of the August 2023 Administrative Report included in the agenda packet and offered to answer questions.

**Public Works Report**

Mr. Sullivan provided an overview of the July and August 2023 Public Works Report included in the agenda packet and offered to answer questions.

**Public Safety Report**

Chief Mansell provided an overview of the July 2023 Public Safety Report included in the agenda packet and offered to answer questions.

**Treasurer's Report**

The July 2023 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

**City Attorney's Report**

Mr. Denk did not have any items to report.

**Old Business**

No Old Business items were considered.

**New Business****Consider Ordinance No. 1035 adopting the 2023 Edition of the Uniform Public Offense Code for Kansas Cities**

The Uniform Public Offense Code (UPOC) is a document developed each year by the League of Kansas Municipalities. This organization has published the UPOC since 1980. The Code is designed to provide a comprehensive public offense ordinance for Kansas cities. The UPOC, in large part parallels the state criminal code. This ordinance allows the City of Westwood to utilize the Uniform Public Offense Code as the basis for criminal investigation and enforcement actions.

The Kansas League of Municipalities has published the 2023 Edition of the Uniform Public Offense Code. City staff recommends the City of Westwood update to from the 2022 Edition. The UPOC does not take effect in a city until the governing body has passed and published an incorporating ordinance

Motion by Councilmember Wimer to adopt Ordinance 1035 incorporating by reference the Unified Public Offense Code for Kansas Cities, 2023 edition and repeal Ordinance 1032. Second by Councilmember Hannaman. The City Clerk performed a roll call vote. Motion passed 4-0.

**Consider Ordinance No. 1036 adopting the 2023 Edition of the Standard Traffic Ordinance for Kansas Cities**

The Standard Traffic Ordinance (STO) is a document published by the League of Kansas Municipalities since 1960. The STO is an efficient, economical way to regulate traffic in Kansas cities. The proposed



ordinance allows the City of Westwood to utilize the state's Standard Traffic Ordinance as the basis for traffic safety and enforcement actions.

The Kansas League of Municipalities has published the 2023 Edition of the Standard Traffic Ordinance. City staff recommends the City of Westwood update to from the 2022 Edition. The STO does not take effect in a city until the governing body has passed and published an incorporating ordinance.

Motion by Councilmember Hannaman to adopt Ordinance 1036 incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 2023 edition and repeal Ordinance 1031. Second by Councilmember Wimer. The City Clerk performed a roll call vote. Motion passed 4-0.

#### **Consider Master Services Agreement with George Butler Associates Inc. for Building Code Services**

Westwood's Building Official is often able to perform same-day inspections and quick plan review. When that is not possible due to vacation or medical leave (sick time), the City of Westwood leans on its interlocal agreement with the City of Roeland Park to cover immediate gaps in covering inspections or answering technical questions related to the adopted building code. The City of Westwood also has on retainer IBTS (Institute for Building Technology and Safety) through a service agreement and has used these services on a pay-as-you go basis for residential and commercial inspections. For larger commercial projects, however, City staff would like to engage another firm – George Butler Associates, Inc. (GBA) – through a similar service agreement to employ their services on a pay-as-you-go basis.

The intent of entering into a Master Services Agreement with GBA is to employ their services for larger, commercial plan review and inspections to the extent needed if and when the Westwood Building Official is unavailable or requests a second set of eyes on complex plans or construction that is outside the routine in Westwood. As such, the City would engage with GBA on a task order basis and would outline a scope of work that is agreed upon by the project applicant, GBA, and City Staff and which fees would be payable by the applicant.

There is no retainer fee nor monies due to GBA in the absence of an approved, mutually agreed upon Task Order. It is City Staff's intent that any time GBA is retained, the cost of their service is passed onto the project applicant. Deviations from this informal policy would be subject to City Administrator approval, budgetary constraints, and the City's Financial and Purchasing Policy.

Motion by Councilmember Hannaman to authorize the City Administrator to execute the Master Agreement with GBA for Building Code Services, subject to final review by the City Attorney. Second by Councilmember Harris. Motion carried by a 4-0 voice vote.

#### **Announcements/Governing Body Comments**

No announcements were made.

#### **Executive Session**

No matters required Executive Session during this meeting.

#### **Adjournment**

Motion by Councilmember Harris to adjourn the meeting. Second by Councilmember Steele. Motion carried by a 4-0 voice vote. The meeting adjourned at 7:52 p.m.

APPROVED: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST: \_\_\_\_\_  
Abby Schneweis, City Clerk

DRAFT

## Exhibit A

Westwood City Council and citizens:

My name is Mike Coffman and I live at 2217 W 50th St, Westwood Hills, KS. My wife and I moved from our home in Westwood to our present house in the early 80's. We have witnessed the changes in the area for the last 40 plus years. Traffic at the corner of 50th and Rainbow has continuously increased but has substantially increased in the last 5-7 years. I became aware of the office park that is planned for that corner and feel that would be a terribly wrong placement of such construction in the short and long term of the community. I can't understand how commercial property, bringing more daily traffic, can successfully improve a corner that has been residential since the beginning of these communities and has seen substantial increase in traffic.

Issues:

- Much more traffic around the children at the new school
- More traffic at the 50th and Rainbow corner, once again increasing traffic right in front of the school crossing. Having lived at that corner since 1982, we've seen how dangerous that corner can be. We've witnessed so many issues on that corner Westwood Hills petitioned your public works to increase the stoplight delay to 5 seconds delay due to drivers running red lights at that corner. Just speak to the crossing guard to verify. Moving the crossing North across Rainbow will not alter the safety.
- The 50th and Rainbow corner is the only guarded crossing for children going from the west side of Rainbow to the East side of Rainbow. The intersection has caused problems due to the hill peak and the swerve at the corner on 50th.
- 50th is one of the few streets running from the Ward Parkway to Roeland Park and therefore sees increased congestion during "rush hours".
- The proposed Karbank architectural plan in no way fits the style and feel of the area. The proposed development does not fit the architectural style of any of the surrounding residential houses
- The project is over development for a residential area.s
- There is a lack of "breathing room" or green space/greenery between the Rainbow side and the development.

The Proposed Plan does not fit with the goals and desires of the Westwood 2015 or 2017 Westwood Master Plans.

2017 Page 51 Section 2.1 Use architecture that is in scale and harmony with nearby structures.  
2017 Page 51 Section 2.5. Prohibit isolated commercial rezoning in established residential developments.

The 2017 Plan clearly shows that no more than 2 story commercial development should be placed outside of the 47th and Rainbow area and that the 2 story development should maintain neighborhood character. Whereas the so-called Gateway Area at 47th and Rainbow can have a "scale and pattern" of greater than 2 stories.

The 2021 Final TAP - Recommended moving city hall to allow for Higher Rise Commercial expansion including apartments and townhomes so that there would be more attainable housing choices.

I could foresee Karbank development on the southeast corner of Rainbow and 47th where commercial property is already established on the other 3 sides as per the 2021 TAP recommendations. Maybe even a maximal 2 story commercial development at the site of the old Westwood View school thus in keeping with the neighborhood.

Finally, it's true that we are concerned about our property value but it's also true that for over 40 years we've been able to look out on the fountain, the flag, children at play, and the school that our children attended. To trade the current pleasant view for a two/three story steel and glass development and parking lot seems adherent. Would you, after 40 years of living in Westwood, want a 2/3 story glass office park built across the street from your house. We knew when we bought our house that living next to Rainbow there would be traffic, but we had a beautiful park just across the street. I'm embarrassed for Westwood that they would scar that corner with the plan that Karbank has proposed and is opposed by the citizens of the 3 cities affected.

Please keep residential areas residential and commercial areas commercial and reconsider the proposal for the long term health of our beautiful cities.

City of Westwood, Kansas  
 Appropriation Ordinance No. 754

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF August 1, 2023 - August 31, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 8/31/2023	Capital Improvements Month Ending 8/31/2023	Equipment Reserve Month Ending 8/31/2023	Stormwater Month Ending 8/31/2023	Special Highway Month Ending 8/31/2023	Woodside TIF/CID Month Ending 8/31/2023	Debt Service Month Ending 8/31/2023	Total All Funds Month Ending 8/31/2023
<b>Expenditures</b>								
Salary & Benefits	138,448.48	0.00	0.00	0.00	0.00	0.00	0.00	138,448.48
Employee Expenses	3,438.36	0.00	0.00	0.00	0.00	0.00	0.00	3,438.36
Professional Fees	27,468.61	0.00	0.00	0.00	0.00	0.00	0.00	27,468.61
General Operating Expenses	9,285.64	0.00	0.00	0.00	0.00	0.00	0.00	9,285.64
Utilities	26,470.05	0.00	0.00	0.00	0.00	0.00	0.00	26,470.05
Equipment and Maintenance	11,390.07	0.00	0.00	0.00	0.00	0.00	0.00	11,390.07
Street and Stormwater	0.00	5,597.25	0.00	0.00	0.00	0.00	0.00	5,597.25
Park and Events	173.96	0.00	0.00	0.00	0.00	0.00	0.00	173.96
Miscellaneous	0.00	0.00	0.00	0.00	0.00	17,103.59	0.00	17,103.59
Intergovernmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>216,675.17</b>	<b>5,597.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,103.59</b>	<b>0.00</b>	<b>239,376.01</b>

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. The Claims included herein are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2023 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 14th day of September, 2023.

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 ATTEST: CITY CLERK



## City Administrator's Report September 2023

To: Mayor and City Council  
From: Leslie Herring, City Administrator  
Date: September 14, 2023  
RE: Update on some of the key areas of focus of the Administration Department

### Current Priorities

2<sup>nd</sup> Quarter (April) 2023 through 3<sup>rd</sup> Quarter (September) 2023

- *Public Property and Facilities Course of Action Establishment and Execution*
  - ✓ Building on the work of the 2021 Urban Land Institute (ULI) Technical Assistance Panel (TAP) and the 2022 City Facilities Assessment and Feasibility Analysis, the Mayor allowed a project proposal to be brought forward to the City Council at the March 9, 2023 regular City Council meeting which could complement the City's goals and the findings and recommendations of the two aforementioned reports/studies. [The proposal from Karbank Real Estate Company is available via this link to the City's website.](#)
  - ✓ Following the Governing Body's approval of a Funding & Exclusivity Agreement with Karbank on March 9<sup>th</sup>, the City and the Shawnee Mission School District agreed to the form and terms of a Purchase Agreement for the Rushton property (old Westwood View) and the School Board approved it on May 22<sup>nd</sup>. The City of Westwood approved it on June 8, 2023.
  - ✓ There are a number of steps in the due diligence process for the Governing Body and Karbank to work through to determine whether this project is desired and feasible. One such step is the rezoning, replatting, and development plan approval for the project. On July 10<sup>th</sup>, the Planning Commission received a preliminary presentation from Karbank, ahead of calling for a public hearing on the rezoning and preliminary development plan approval.
    - On August 7<sup>th</sup>, the Planning Commission held a public hearing on the matter and, upon staff recommendation, continued the public hearing to September 11<sup>th</sup> to allow more time to conduct technical studies and to integrate public and Planning Commission feedback into the plan. On September 11<sup>th</sup>, the Planning Commission made a recommendation for conditional approval to the City Council, which will be considered on the October 12<sup>th</sup> City Council meeting agenda.
    - The Mayor, City Administrator, City Attorney, City's Financial Advisor on the project, and Bond Counsel have worked together and with Karbank to outline expectations, mechanics for land acquisition, and other terms of agreements, which are still being negotiated. These agreements and terms will be presented to the City Council on September 14<sup>th</sup> and feedback sought prior to consideration on October 12<sup>th</sup>.

- *Financial Review and Planning*
  - ✓ The 2022 fiscal year audit has been completed and was presented at the June City Council meeting
  - ✓ The 2024 budget process is well underway and staff has worked on a number of preparations to ensure a comprehensive and smooth Summer 2023 budget process, including:
    - Creation of a comprehensive Capital Improvement Plan (CIP) now that the costs and timeline of the 47<sup>th</sup> Street Complete Streets project are known and in progress; this includes:
      - Integration of the City's 2018 Streetlighting Master Plan
      - Integration of the City's 2020 stormwater system condition inventory
      - Integration of the City's 2021 Complete Streets Plan, including sidewalk plan
      - Integration of the City's 2022 pavement condition inventory
  - ✓ The budget hearing and revenue neutral rate information will be published on August 29<sup>th</sup> in the official City newspaper and on the City's website.
  
- *Rainbow Blvd. Complete Streets Traffic Management Plan*
  - ✓ The MARC Board approved the scope of work negotiated with the firm selected by the project steering/advisory committee of stakeholders in April and the Notice to Proceed was issued on May 31, 2023.
  - ✓ A project kick-off with WSP Consulting, MARC, and the local project stakeholders took place on June 27<sup>th</sup>.
  - Public engagement is scheduled to begin with an event on August 31<sup>st</sup>, for which promotional materials are currently being prepared. An opinion survey and additional public engagement activities and opportunities will take place from August – November, with final reporting out of recommendations and findings to take place in the first quarter of 2024. Survey and information available here: <https://publicinput.com/rainbowboulevard>
  
- *Communities for All Ages – Gold Level Recognition*
  - Bronze level recognition – community awareness – was approved by the joint MARC First Suburbs Coalition and CFAA recognition review committee in November 2022.
  - Silver level recognition – community assessment – was approved by the joint MARC First Suburbs Coalition and CFAA recognition review committee in April 2023 and the official presentation by MARC was at the First Suburbs Coalition meeting on April 21, 2023, with a ceremonial presentation to the Westwood Governing Body at the June 8<sup>th</sup> meeting.
  - Council President Jeff Harris and staff are working together to create a Communications Strategic Plan, including a content calendar for the City to best integrate the work of the Bronze and Silver level work. This document will be submitted to the joint MARC First Suburbs Coalition and CFAA recognition review committee in October 2023.

- *Administrative Department Reorganization and Continuity Planning*
  - *Since the creation of the City Administrator role last summer, the following changes have been made with the Administration Department or are currently taking place:*
    - *City Clerk position separated from Chief Administrative Officer (position now dissolved) and Abby Schneweis appointed to the position in February 2023 (Assistant City Clerk position dissolved)*
    - *Municipal Court Clerk now reporting to City Administrator (historically reported to Mayor)*
    - *Municipal Court Clerk (Shelley Floyd) and City Clerk began cross-training in Spring 2023 to distance the Police Department from involvement in receiving money for fines and court costs*
    - *During the process of assessment of the City's administrative functions, it was found that staff is cross-trained to create redundancy for most every function in the Department except for building inspections and plan review. As such, Public Works employee Nick Finck was identified as an ideal candidate to invite to learn the building inspection and plan review trade and to work toward becoming certified to allow the City redundancy in this position as well. Nick will work with Building Official Eddie McNeil and Public Works Director John Sullivan to cross-train on right-of-way management and building and codes matters. He will maintain his primary position as Public Works Maintenance Worker and scheduling and Departmental workload will be closely monitored while he is training.*
- *Cybersecurity and Continuity Planning*
  - *Beginning January 2023, Johnson County is contracted to bring the Administration and Public Works Departments onto its IT system (the Police Department is already supported by Johnson County).*
  - *Implementation is underway but has been delayed due to City staff capacity issues. It is expected to be completed by the end of September.*
  - *Staff cybersecurity training has been taking place and is ongoing. This online, self-paced training is provided through the City's risk pool, Midwest Public Risk (MPR). This annual training will also be provided to Governing Body members in the months to come.*

## **Building Permits**

The following is a snapshot of select building permits of note issued last month:

### *Residential*

New Construction: None

Additions:

- 3006 W. 51<sup>st</sup> Ter. – Porch cover, retaining walls, patio, and landscaping

Alterations:

- 2703 W. 50<sup>th</sup> Ter. – Remodel finished basement, laundry area, and upstairs hall bathroom

Demolition: None

Misc:

- 2927 W. 48<sup>th</sup> St. – Install roof-mounted solar system
- 1918 W. 47<sup>th</sup> Ter. – Install roof-mounted solar system

*Commercial*

New Construction: None

Additions: None

Alterations: None

Demolition: None

Misc: None



<b>WESTWOOD</b>					
Aug-23					
<b>ACTIVITIES / OFFENSE</b>	<b>THIS MONTH</b>	<b>23-YTD</b>	<b>22-YTD</b>	<b>23-Avg</b>	<b>CHANGE</b>
<b><i>PART I CRIMES</i></b>					
MURDER					No Change
RAPE					No Change
ROBBERY		1	1	0.13	No Change
<b><u>BURGLARY</u></b>					
BUSINESS		1	2	0.13	-1
RESIDENTIAL		2	3	0.25	-1
VEHICLE		18	32	2.25	-14
MOTOR VEH THEFT		6	5	0.75	1
LARCENY / THEFT	4	22	22	2.75	No Change
ASSAULT / BATTERY		5	1	0.63	4
<b><u>ARRESTS</u></b>					
FELONY		3	3	0.38	No Change
MISDEMEANOR		2	2	0.25	No Change
TRAFFIC			1		-1
DRUG		7	6	0.88	1
DUI		1	1	0.13	No Change
WARRANTS	9	57	35	7.13	22
CONFINED					No Change
<b><u>SUMMONS</u></b>					
HAZARD	13	145	124	18.13	21
NON-HAZARD	32	577	414	72.13	163
DUI		1	1	0.13	No Change
ORD. VIOLATION		18	16	2.25	2
PARKING		8	New Data	1.00	
<b><u>ACCIDENTS</u></b>					
NON-INJURY		17	13	2.13	4
INJURY	1	6	7	0.75	-1
PRIVATE PROPERTY	1	8	8	1.00	No Change
<b><u>CALLS</u></b>					
ADMIN.DUTIES-PD	47	479	483	59.88	-4
ADMIN.DUTIES - CITY	14	77	128	9.63	-51
ALARM	9	50	46	6.25	4
ANIMAL		38	25	4.75	13
ASSIST - POLICE	2	105	108	13.13	-3
ASSIST - PUB MOTOR	19	167	153	20.88	14
BLD. CHECK-SHAKE	6	7	21	0.88	-14
BLD. CHECK-PATROL	865	9106	6515	1138.25	2591
BUSINESS CHECK	343	2667	840	333.38	1827
CHECK LIGHTS			New data		
CIVIL MATTER	1	3	46	0.38	-43
CRIMINAL DAMAGE	1	10	3	1.25	7
CRIMINAL THREAT		1	New Data	0.13	
DISTURBANCE	4	32	11	4.00	21
DISORDERLY CONDUCT			New Data		
DOMESTIC VIOLENCE		1	New Data	0.13	
FIELD INTERVIEW					No Change
FIRE	5	24	5	3.00	19
FOLLOW UP	12	106	84	13.25	22
INFO / INVESTIGATION	4	21	25	2.63	-4

<b>WESTWOOD</b>					
<b>Aug-23</b>					
<b>ACTIVITIES / OFFENSE</b>	<b>THIS MONTH</b>	<b>23-YTD</b>	<b>22-YTD</b>	<b>23-Avg</b>	<b>CHANGE</b>
INVOLUNTARY COMMITTAL			1		-1
JUVENILE		5	6	0.625	-1
MEDICAL	15	135	76	16.875	59
MENTAL HEALTH	2	9	New Data	1.125	
MISSING PERSON			New Data		
NATURE UNKNOWN	1	1	2	0.125	-1
NOISE COMPLAINT		6	3	0.75	3
OPEN DOOR	4	24	14	3	10
ORD VIOLATION WARNING			2		-2
PROWLER			New Data		
PED CHECK	1	9	10	1.125	-1
PUBLIC SERVICE	7	97	85	12.125	12
RECOVERED PROPERTY		6	10	0.75	-4
RESIDENCE CHECK	18	339	121	42.375	218
RUNAWAY		1	New Data	0.125	
SUICIDE					No Change
SUICIDE ATTEMPT					No Change
SUSPICIOUS SUBJECT	6	48	53	6	-5
SUS VEHICLE OCC	1	11	18	1.375	-7
SUS VEHICLE UNOCC	6	69	27	8.625	42
TELE HARRASSMENT		1		0.125	1
TELE THREAT					No Change
TRAFFIC COMPLAINT	8	45	36	5.625	9
TRESPASS		4	New Data	0.5	
UNKNOWN 911	3	16	New Data	2	
UNATTENDED DEATH		1	2	0.125	-1
WELL BEING CHECK	4	18	New Data	2.25	

<b>TOTAL CALLS</b>			
<b>Total Activity</b>	<b>1414</b>	<b>Last Year - YTD Activity</b>	<b>8588</b>
<b>Year to Date Activity</b>	<b>13825</b>	<b>Difference in Activity</b>	<b>5237</b>
<b>Total Monthly Summons</b>	<b>45</b>		
<b>Hazardous Summons Percentage</b>	<b>29%</b>		

**WESTWOOD  
INCIDENT SUMMARY**

Item B. Section VIII, Item

**LARCENY / THEFT**

**CASE NO:** 20230271      **LOCATION:** 4701 Mission Rd  
**DATE :** 08/07/2023  
**ACTIVITY:** Suspect(s) took groceries out of the store without paying for them.

**CASE NO:** 20230279      **LOCATION:** 2650 Shawnee Msn Pkwy  
**DATE :** 08/18/2023  
**ACTIVITY:** Unknown suspect removed a catalytic converter from vehicle.

**CASE NO:** 20230281      **LOCATION:** 4701 MISSION RD  
**DATE :** 08/19/2023  
**ACTIVITY:** Unknown suspect took groceries out of the store without paying for them.

**CASE NO:** 20230282      **LOCATION:** 4701 Mission I  
**DATE :** 08/19/2023  
**ACTIVITY:** Unknown suspect took groceries out of the store without paying for them.

**CASE NO:**                      **LOCATION:**  
**DATE :**  
**ACTIVITY:**

**CASE NO:**                      **LOCATION:**  
**DATE :**  
**ACTIVITY:**

WESTWOOD  
COURT SUMMARY  
AUGUST, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
August 04, 2023	93	02	\$ 4,930.00	41	45
August 18, 2023	17	02	\$ 4,570.00	02	02
<b>TOTALS</b>					
August, 2023	110	04	\$ 9,500.00	43	47
August, 2022	49	07	\$ 3,975.00	28	13
			<b>TOTAL (9,500.00) less</b>		
			* Kansas DL fees:	\$ 0.00	
			* Judges Training Fund:	\$10.00	
			* LET Training Fund:	\$225.00	
			* Seat Belt Fund:	\$60.00	
<b>August, 2023 TOTAL:</b>				<b>\$9,205.00</b>	

<b>Y.T.D. TOTALS 2023</b>		<b>Y.T.D. TOTALS 2022</b>	
ARRAIGNMENTS:	543	ARRAIGNMENTS:	385
TRIALS	66	TRIALS:	54
LETTERS:	235	LETTERS:	210
WARRANTS:	181	WARRANTS:	178
FINES:	\$65,063.00	FINES:	\$48,004.00
KS DL FEES:	\$568.00	KS DL FEES:	\$1047.00
JUDGES FUND:	\$128.00	JUDGES FUND:	\$96.50
L.E.T.FUND:	\$2,870.00	L.E.T FUND:	\$2,135.00
SEAT BELT FUND:	\$440.00	SEAT BELT FUND:	\$40.00

## Westwood Public Works Monthly Report

**TO: GOVERNING BODY**  
**FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS**  
**RE: MONTHLY REPORT, AUGUST 2023**  
**DATE: SEPTEMBER 12, 2023**

Some of the activities for Public Works in August include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:  
 STP Meeting – In person – 2 hrs.  
 FEMA Meeting – In person – 3 hrs.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department's daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch attends monthly Safety Committee Meetings.
16. We repaired Streetlights as needed.
17. We performed weekly mowing, trimming, edging and watering of various City properties.
18. We patched potholes.
19. We swept streets.
20. We cleaned catch basin fronts.
21. Performed routine maintenance on equipment.

22. I am attending the weekly progress meetings on W. 47<sup>th</sup> Street.
23. We repaired potholes.
24. We responded to storm damage, cleared roads, installed traffic control at the various signalized intersections. We removed the traffic control when the power came back on.
25. We performed city wide storm damage clean up for two separate storms. We filled 8 40 cubic yard containers.
26. We removed sidewalk at 47<sup>th</sup> & Mission Road and trenched to install electrical conduit to fountain.

This concludes my activities report for some of the activities for Public Works in August.

## Westwood Public Works

To: Governing Body  
From: John Sullivan, Director of Public Works  
Date: September 12, 2023  
Re: Monthly Status Report

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- W. 47<sup>th</sup> Street Project: We are anticipating a late October completion for construction. All concrete associated with stormwater, curb gutter, sidewalks, approach lanes and traffic islands is complete. The streetlights have been installed and are complete. We are awaiting the BPU to install the wire from the overhead power to the meter. This should occur next week. The roadway was milled today with the overlay expected on Thursday with striping on Monday.
- 2023 F-550 and Equipment: The order has been placed for the truck and equipment. We have not been given a build date yet.
- CCLIP funding: I have resubmitted the project to KDOT. The awards have not been announced.
- Storm Debris Removal: After meeting with FEMA it appears that we may be able to recover some of our costs associated with the two storms. I will have more on this once we have gone through the formal request process.
- Electrical Service at the Fountain, 47<sup>th</sup> & Mission: We have the meter can set as well as the conduit installed. We are awaiting an inspection by Evergy so that we can get the meter and connection completed.
- Stone wall damage: We had a vehicle accident at W. 51<sup>st</sup> Terrace and Belinder Avenue that resulted in damage to the stone wall on the corner. I have submitted a claim with the drivers insurance for the repairs.
- Stone wall damage and light pole damage: The stone wall at the delivery truck driveway entrance to Walmart was damaged by a semi making a delivery to the store. Also damaged was the medallion on the new street pole adjacent to the driveway entrance. I have submitted a claim for the damage done to both the wall and the pole to the trucking company.

**City of Westwood  
Treasurer's Report  
8/31/23**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
  - a. Ending unencumbered cash through 8/31/2023 of \$3,349,554 and remains up from year end by \$1,017,144.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
  - a. Revenue received for the month was \$193,539. Revenue received year to date of \$2,422,956 compared to the prior year to date of \$2,239,567 which is up by \$183,389.
    - i. Taxes – Taxes collected in August were \$101,217. This is up by \$251,887 for the year.
    - ii. Fees and Licenses – were \$24,043 for August. Overall Fees and Licenses are down from \$336,833 to \$321,115 which is due to Utility franchise fees down by \$13,108 and occupational licenses down by \$9,288.
    - iii. Intergovernmental Fees were \$25,325 for August which is only down by \$3,615 over the prior year.
    - iv. Fines are still up by \$19,607 for the year.
    - v. Miscellaneous income is up for the year with \$26,500 in interest income compared to \$1,159 in the prior year.
  - b. August Expenditures totaled \$216,675. Year to Date Expenditures through August were \$1,855,094. This is an increase of \$215,881 from the prior year to date.
    - i. Administrative expenditures were \$53,569 for the month. Overall expenditures in Admin increased by \$146,165. As noted previously noted, this increase is expected due to moving the Court Clerk and related expenditures of the municipal court from the Police Department to this department.
    - ii. Utilities in the General Fund are up by \$7,502 for the year at the end of August. The professional fees are up by 42,584 over the prior year – this mainly due to the increase in the cost of insurance.
    - iii. Public Works total expenditures were \$52,170 for the month. The year-to-date expenditures are down by \$8,167 from the prior year. Salary and Benefits have decreased by \$9,266. Equipment is down by \$5,824. The professional fees increased by \$7,975 in August.
    - iv. Police expenditures are \$65,891 this month. The total expenditures are down from prior year by \$32,412. The professional fees are down from the prior year by \$19,822. The salary and benefits are down for the year by \$6,541.
    - v. Parks and Rec total expenditures were \$2,460 for the month. This was Utilities for \$2,056. Parks and Rec expenditures are up in 2023 by \$11,350. This is due to Utilities being higher by \$9,489 and Equipment and Maintenance up by \$1,102.
  - c. Net Receipts Over (Under) Expenditures in the General Fund were (\$22,951) negative for the month, year to date Receipts Over Expenditures is positive at \$568,047 which is down from the prior year to date by \$32,307.
4. Other Funds – Current Month and Year to Date
  - a. CIP – August collection of Sales Tax Revenue totaled \$32,349 for the month and expenditures for street and stormwater were \$5,597.
  - b. The Woodside TIF/CID fund made their TIF/CID payment of \$17,104. Received tax revenue for the month of \$36,248.

I am happy to answer any questions upon request.

Michelle Ryan  
City of Westwood Treasurer



## ACCOUNTANTS' COMPILATION REPORT

To the City Council  
**City of Westwood, Kansas**  
Westwood, Kansas

Management is responsible for the accompanying financial statements of **City of Westwood, Kansas** (a municipal entity), which comprises the statement of assets, liabilities and fund balance by fund – regulatory basis, statement of cash flow – regulatory basis as of and for the one month ended August 31, 2023, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the regulatory basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to **City of Westwood, Kansas**.



**ADAMSBROWN, LLC**  
Certified Public Accountants  
Overland Park, Kansas

September 11, 2023



**City of Westwood, Kansas**  
**Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis**  
 As of August 31, 2023

	General Fund 08/31/2023	Capital Improvements Fund 08/31/2023	Equipment Reserve Fund 08/31/2023	Stormwater Fund 08/31/2023	Special Highway Fund 08/31/2023	Woodside TIF/CID Fund 08/31/2023	Debt Service Fund 08/31/2023	All Funds 08/31/2023
<b>Assets</b>								
Current Assets								
Cash In Bank	1,948,968.78	22,397.05	253,908.84	286,892.87	153,399.45	568,826.30	79,865.32	3,314,258.61
Cash In Bank - Bond Fund	34,946.46	0.00	0.00	0.00	0.00	0.00	0.00	34,946.46
Cash In Bank - Woodside Village Acct	9.45	0.00	0.00	0.00	0.00	0.00	0.00	9.45
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
<b>Total Current Assets</b>	<b>1,984,263.69</b>	<b>22,397.05</b>	<b>253,908.84</b>	<b>286,892.87</b>	<b>153,399.45</b>	<b>568,826.30</b>	<b>79,865.32</b>	<b>3,349,553.52</b>
<b>Total Assets</b>	<b>\$ 1,984,263.69</b>	<b>\$ 22,397.05</b>	<b>\$ 253,908.84</b>	<b>\$ 286,892.87</b>	<b>\$ 153,399.45</b>	<b>\$ 568,826.30</b>	<b>\$ 79,865.32</b>	<b>\$ 3,349,553.52</b>
<b>Liabilities and Fund Balance</b>								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	34,659.99	0.00	0.00	0.00	0.00	0.00	0.00	34,659.99
KPERS/KPF Payable	24.10	0.00	0.00	0.00	0.00	0.00	0.00	24.10
Great West 457 Payable	1,361.00	0.00	0.00	0.00	0.00	0.00	0.00	1,361.00
<b>Total Current Liabilities</b>	<b>36,054.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36,054.28</b>
<b>Total Liabilities</b>	<b>36,054.28</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36,054.28</b>
Fund Balance								
Fund Balance	1,380,347.45	(313,412.09)	253,908.84	182,022.82	105,656.58	457,313.22	170,342.00	2,236,178.82
Fund Balance - Current Year	567,861.96	335,809.14	0.00	104,870.05	47,742.87	111,513.08	(90,476.68)	1,077,320.42
<b>Total Fund Balance</b>	<b>1,948,209.41</b>	<b>22,397.05</b>	<b>253,908.84</b>	<b>286,892.87</b>	<b>153,399.45</b>	<b>568,826.30</b>	<b>79,865.32</b>	<b>3,313,499.24</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 1,984,263.69</b>	<b>\$ 22,397.05</b>	<b>\$ 253,908.84</b>	<b>\$ 286,892.87</b>	<b>\$ 153,399.45</b>	<b>\$ 568,826.30</b>	<b>\$ 79,865.32</b>	<b>\$ 3,349,553.52</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Cash Flow - Regulatory Basis**  
 For the One Month Ended August 31, 2023

	General Fund Month Ending 08/31/2023	Capital Improvements Fund Month Ending 08/31/2023	Equipment Reserve Fund Month Ending 08/31/2023	Stormwater Fund Month Ending 08/31/2023	Special Highway Fund Month Ending 08/31/2023	Woodside TIF/CID Fund Month Ending 08/31/2023	Debt Service Fund Month Ending 08/31/2023	All Funds Month Ending 08/31/2023
<b>Unencumbered Cash, Beginning Period</b>	<b>2,006,299.77</b>	<b>(4,354.79)</b>	<b>253,908.84</b>	<b>286,892.87</b>	<b>153,399.45</b>	<b>549,681.84</b>	<b>79,865.32</b>	<b>3,325,693.30</b>
<b>Receipts</b>								
Taxes	101,216.55	32,349.09	0.00	0.00	0.00	0.00	0.00	133,565.64
Fees and Licenses	24,042.87	0.00	0.00	0.00	0.00	0.00	0.00	24,042.87
Building Permits	28,522.68	0.00	0.00	0.00	0.00	0.00	0.00	28,522.68
Intergovernmental	25,324.61	0.00	0.00	0.00	0.00	0.00	0.00	25,324.61
Restricted Use	0.00	0.00	0.00	0.00	0.00	36,248.05	0.00	36,248.05
Fines	9,165.00	0.00	0.00	0.00	0.00	0.00	0.00	9,165.00
Miscellaneous	5,267.38	0.00	0.00	0.00	0.00	0.00	0.00	5,267.38
<b>Total Receipts</b>	<b>193,539.09</b>	<b>32,349.09</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>36,248.05</b>	<b>0.00</b>	<b>262,136.23</b>
<b>Expenditures</b>								
Salary & Benefits	138,448.48	0.00	0.00	0.00	0.00	0.00	0.00	138,448.48
Employee Expenses	3,438.36	0.00	0.00	0.00	0.00	0.00	0.00	3,438.36
Professional Fees	27,468.61	0.00	0.00	0.00	0.00	0.00	0.00	27,468.61
General Operating Expenses	9,285.64	0.00	0.00	0.00	0.00	0.00	0.00	9,285.64
Utilities	26,470.05	0.00	0.00	0.00	0.00	0.00	0.00	26,470.05
Equipment and Maintenance	11,390.07	0.00	0.00	0.00	0.00	0.00	0.00	11,390.07
Street and Stormwater	0.00	5,597.25	0.00	0.00	0.00	0.00	0.00	5,597.25
Park and Events	173.96	0.00	0.00	0.00	0.00	0.00	0.00	173.96
Miscellaneous	0.00	0.00	0.00	0.00	0.00	17,103.59	0.00	17,103.59
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>216,675.17</b>	<b>5,597.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,103.59</b>	<b>0.00</b>	<b>239,376.01</b>
<b>Adjustments</b>								
Increase / (Decrease) in Refundable Bond Deposits	1,100.00	0.00	0.00	0.00	0.00	0.00	0.00	1,100.00
<b>Total Adjustments</b>	<b>(1,100.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(1,100.00)</b>
<b>Ending Cash</b>	<b>\$ 1,984,263.69</b>	<b>\$ 22,397.05</b>	<b>\$ 253,908.84</b>	<b>\$ 286,892.87</b>	<b>\$ 153,399.45</b>	<b>\$ 568,826.30</b>	<b>\$ 79,865.32</b>	<b>\$ 3,349,553.52</b>

**CITY OF WESTWOOD, KANSAS**

Supplementary Information



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 General Fund  
 For The One Month and Eight Months Ended August 31, 2023 and 2022

	Month Ending 08/31/2023 <small>Actual</small>	Year To Date 08/31/2023 <small>Actual</small>	Year To Date 08/31/2022 <small>Prior Year</small>	Year Ending 12/31/2023 <small>Current Budget</small>	Over/(Under) Budget
<b>Receipts</b>					
Taxes	\$ 101,216.55	\$ 1,696,254.40	\$ 1,444,366.61	\$ 2,113,906.00	(417,651.60)
Fees and Licenses	24,042.87	320,942.82	336,832.86	447,200.00	(126,257.18)
Building Permits	28,522.68	58,867.13	57,535.24	70,000.00	(11,132.87)
Intergovernmental	25,324.61	206,504.10	210,118.86	323,885.00	(117,380.90)
Fines	9,165.00	63,825.00	44,218.25	90,000.00	(26,175.00)
Grants and Donations	0.00	0.00	125,215.81	0.00	0.00
Reimbursements	0.00	498.67	15,007.45	0.00	498.67
Miscellaneous	5,267.38	76,063.60	6,272.02	4,250.00	71,813.60
<b>Total Receipts</b>	<b>193,539.09</b>	<b>2,422,955.72</b>	<b>2,239,567.10</b>	<b>3,049,241.00</b>	<b>(626,285.28)</b>
<b>Expenditures</b>					
<b>General Overhead</b>					
Salary & Benefits	3,190.59	29,621.60	23,570.45	38,450.00	(8,828.40)
Employee Expenses	306.48	2,759.40	5,947.21	8,000.00	(5,240.60)
Professional Fees	16,561.07	191,966.60	149,382.97	240,250.00	(48,283.40)
General Operating Expenses	2,035.51	17,445.54	9,221.04	20,000.00	(2,554.46)
Utilities	20,871.37	148,992.54	141,490.93	252,850.00	(103,857.46)
Street and Stormwater	0.00	0.00	507.19	0.00	0.00
Park and Events	0.00	5,866.24	3,961.43	14,750.00	(8,883.76)
Miscellaneous	0.00	0.00	0.00	30,000.00	(30,000.00)
Intergovernmental	0.00	18,434.00	0.00	20,000.00	(1,566.00)
Interfund Transfers	0.00	0.00	0.00	128,830.00	(128,830.00)
<b>Total General Overhead</b>	<b>42,965.02</b>	<b>415,085.92</b>	<b>334,081.22</b>	<b>753,130.00</b>	<b>(338,044.08)</b>
<b>Administrative</b>					
Salary & Benefits	48,871.42	324,577.18	205,740.28	456,653.00	(132,075.82)
Employee Expenses	79.00	4,325.31	3,101.75	14,500.00	(10,174.69)
Professional Fees	2,932.54	25,198.28	175.00	48,000.00	(22,801.72)
General Operating Expenses	1,685.99	2,785.00	1,703.94	2,500.00	285.00
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
<b>Total Administrative</b>	<b>53,568.95</b>	<b>356,885.77</b>	<b>210,720.97</b>	<b>526,653.00</b>	<b>(169,767.23)</b>
<b>Public Works</b>					
Salary & Benefits	28,639.71	265,975.78	275,241.46	438,117.00	(172,141.22)
Employee Expenses	317.31	3,471.36	4,070.61	7,900.00	(4,428.64)
Professional Fees	7,975.00	8,750.00	0.00	17,000.00	(8,250.00)
General Operating Expenses	1,964.63	13,043.81	18,463.25	27,550.00	(14,506.19)
Utilities	3,295.19	11,049.25	6,858.01	14,000.00	(2,950.75)
Equipment and Maintenance	9,977.70	23,419.96	29,243.67	60,500.00	(37,080.04)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
<b>Total Public Works</b>	<b>52,169.54</b>	<b>325,710.16</b>	<b>333,877.00</b>	<b>615,067.00</b>	<b>(289,356.84)</b>
<b>Police</b>					
Salary & Benefits	58,125.16	643,600.40	650,141.47	985,422.00	(341,821.60)
Employee Expenses	2,735.57	14,528.33	13,500.87	27,000.00	(12,471.67)
Professional Fees	0.00	6,747.36	26,569.30	30,000.00	(23,252.64)

See accountants' compilation report.

Created on 09/11/2023



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 General Fund  
 For The One Month and Eight Months Ended August 31, 2023 and 2022

	Month Ending 08/31/2023	Year To Date 08/31/2023	Year To Date 08/31/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
General Operating Expenses	3,469.57	31,611.34	36,219.48	58,100.00	(26,488.66)
Utilities	246.85	1,709.61	1,662.06	4,500.00	(2,790.39)
Equipment and Maintenance	1,313.37	5,137.28	8,753.66	10,500.00	(5,362.72)
Park and Events	0.00	1,100.00	0.00	1,000.00	100.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
<b>Total Police</b>	<b>65,890.52</b>	<b>704,434.32</b>	<b>736,846.84</b>	<b>1,146,522.00</b>	<b>(442,087.68)</b>
<b>Parks &amp; Rec</b>					
General Operating Expenses	129.94	2,201.01	1,307.87	2,000.00	201.01
Utilities	2,056.64	16,632.78	7,144.11	30,000.00	(13,367.22)
Equipment and Maintenance	99.00	7,936.28	6,834.08	6,000.00	1,936.28
Park and Events	173.96	8,266.63	8,401.09	13,250.00	(4,983.37)
<b>Total Parks &amp; Rec</b>	<b>2,459.54</b>	<b>35,036.70</b>	<b>23,687.15</b>	<b>51,250.00</b>	<b>(16,213.30)</b>
<b>Non-Departmental</b>					
Salary & Benefits	(378.40)	(8,097.84)	0.00	0.00	(8,097.84)
Miscellaneous	0.00	26,038.73	0.00	0.00	26,038.73
<b>Total Non-Departmental</b>	<b>(378.40)</b>	<b>17,940.89</b>	<b>0.00</b>	<b>0.00</b>	<b>17,940.89</b>
<b>Total Expenditures</b>	<b>216,675.17</b>	<b>1,855,093.76</b>	<b>1,639,213.18</b>	<b>3,092,622.00</b>	<b>(1,237,528.24)</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ (23,136.08)</b>	<b>\$ 567,861.96</b>	<b>\$ 600,353.92</b>	<b>\$ (43,381.00)</b>	<b>611,242.96</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The One Month Ended August 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Month To Date 08/31/2023 Actual	Month To Date 08/31/2023 Actual	Month To Date 08/31/2023 Actual	Month To Date 08/31/2023 Actual	Month To Date 08/31/2023 Actual	Month To Date 08/31/2023 Actual
<b>Receipts</b>						
Taxes						
City Sales & Use Tax - Special	\$ 32,349.09	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	32,349.09	0.00	0.00	0.00	0.00	0.00
Restricted Use						
WV CID-1	0.00	0.00	0.00	0.00	24,656.64	0.00
WV CID-2	0.00	0.00	0.00	0.00	11,591.41	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	32,349.09	0.00	0.00	0.00	36,248.05	0.00
<b>Expenditures</b>						
Street and Stormwater						
Capital Improvement Expense	5,597.25	0.00	0.00	0.00	0.00	0.00
Total Street and Stormwater	5,597.25	0.00	0.00	0.00	0.00	0.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	17,103.59	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	17,103.59	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	5,597.25	0.00	0.00	0.00	17,103.59	0.00
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 26,751.84</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 19,144.46</b>	<b>\$ 0.00</b>

See accountants' compilation report.



**City of Westwood, Kansas**  
**Statement of Receipts and Expenditures - Regulatory Basis**  
 Other Funds  
 For The Eight Months Ended August 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Year To Date 08/31/2023 Actual	Year To Date 08/31/2023 Actual	Year To Date 08/31/2023 Actual	Year To Date 08/31/2023 Actual	Year To Date 08/31/2023 Actual	Year To Date 08/31/2023 Actual
<b>Receipts</b>						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 17,081.05
City Sales & Use Tax - Special	232,127.55	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	667.28
<b>Total Taxes</b>	<b>232,127.55</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>17,748.33</b>
Restricted Use						
Stormwater Utility Fee	0.00	0.00	108,404.86	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,056.43	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	35,030.11	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	112,360.09	0.00
WV CID-1	0.00	0.00	0.00	0.00	150,283.36	0.00
WV CID-2	0.00	0.00	0.00	0.00	66,304.21	0.00
Reimbursements	95,626.62	0.00	0.00	0.00	0.00	0.00
Miscellaneous	28,484.08	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Receipts</b>	<b>356,238.25</b>	<b>0.00</b>	<b>108,404.86</b>	<b>49,086.54</b>	<b>328,947.66</b>	<b>17,748.33</b>
<b>Expenditures</b>						
Professional Fees	406.00	0.00	0.00	1,185.00	0.00	3,000.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	560.91	0.00	0.00	0.00
Stone Wall Repairs	5,145.00	0.00	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	9.49	0.00	0.00
<b>Total Equipment and Maintenance</b>	<b>5,145.00</b>	<b>0.00</b>	<b>560.91</b>	<b>9.49</b>	<b>0.00</b>	<b>0.00</b>
Street and Stormwater						
Capital Improvement Expense	14,878.11	0.00	0.00	0.00	0.00	66,568.75
Special Highway Expense	0.00	0.00	0.00	149.18	0.00	0.00
Stormwater Expense	0.00	0.00	2,973.90	0.00	0.00	0.00
<b>Total Street and Stormwater</b>	<b>14,878.11</b>	<b>0.00</b>	<b>2,973.90</b>	<b>149.18</b>	<b>0.00</b>	<b>66,568.75</b>
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	74,409.78	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	143,024.80	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	38,656.26
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>217,434.58</b>	<b>38,656.26</b>
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expenditures</b>	<b>20,429.11</b>	<b>0.00</b>	<b>3,534.81</b>	<b>1,343.67</b>	<b>217,434.58</b>	<b>108,225.01</b>
<b>Receipts Over (Under) Expenditures</b>	<b>\$ 335,809.14</b>	<b>\$ 0.00</b>	<b>\$ 104,870.05</b>	<b>\$ 47,742.87</b>	<b>\$ 111,513.08</b>	<b>\$ (90,476.68)</b>

See accountants' compilation report.

Created on 09/11/2023





**City of Westwood, Kansas**  
 Summary of Expenditures - Actual and Budget  
 Regulatory Basis  
 For The Year Ended August 31, 2023

	<b>Certified Budget</b>	<b>Expenditures Chargeable to Current Year</b>	<b>Difference Over/(Under)</b>
<b>Expenditures</b>			
General Fund	3,092,622.00	1,855,093.76	(1,237,528.24)
Capital Improvements Fund	219,000.00	20,429.11	(198,570.89)
Equipment Reserve Fund	10,000.00	0.00	(10,000.00)
Stormwater Fund	119,516.00	3,534.81	(115,981.19)
Special Highway Fund	10,000.00	1,343.67	(8,656.33)
Woodside TIF/CID Fund	600,000.00	217,434.58	(382,565.42)
Debt Service Fund	337,312.50	108,225.01	(229,087.49)
<b>Total Expenditures</b>	<b><u>4,388,450.50</u></b>	<b><u>2,206,060.94</u></b>	<b><u>(2,182,389.56)</u></b>

See accountants' compilation report.

## COUNCIL ACTION FORM

Meeting Date: September 14, 2023

Staff Contact: Ryan Denk

**Agenda Item:** Review Development Agreement, Donation Agreement, and First Rights Agreement Relating to Redevelopment of 50<sup>th</sup> & Rainbow Blvd.

### Background/Description of Item

On March 9, 2023, the City and Karbank Real Estate entered into a Funding and Exclusivity Agreement to explore Karbank's proposal to the Westwood City Council for redevelopment of the Rainbow Blvd. frontage between 50<sup>th</sup> and 51<sup>st</sup> Street, which property is owned by the City of Westwood. Following that initial presentation and Agreement execution, on June 8<sup>th</sup>, the Shawnee Mission School District and the City of Westwood entered into a Purchase Agreement the City to leverage its option to purchase the former Westwood View Elementary School located at 2511 W. 50<sup>th</sup> St. and, that same night, the City of Westwood and Karbank entered into a Purchase Agreement for Karbank to acquire the City's Rainbow Blvd. frontage property parcels, subject to the terms of those agreements.

Since that time, Karbank has submitted an application for and received a recommendation of conditional approval from the Planning Commission of the rezoning and preliminary development plan necessary to construct the mixed-use redevelopment project. This development plan was presented and reviewed by the Planning Commission at three separate public meetings (July 10<sup>th</sup>, August 7<sup>th</sup>, and September 11<sup>th</sup>) before the Planning Commission issued its recommendation to the City Council on September 11, 2023. The applications for rezoning and preliminary development plan approval for this project will come before the City Council for final action at its regular meeting on October 12, 2023.

Related to Karbank's proposal are several documents setting out terms and conditions for the agreement between the City of Westwood and Karbank. These agreements include:

- a. Development Agreement;
- b. Donation Agreement (Covenants & Restrictions are set out in an exhibit to this document); and
- c. First Rights Agreement.

### Staff Comments/Recommendation

Staff recommends that the City Council review and consider these documents and the terms therein prior to taking action in concert with the rezoning and preliminary development plan consideration set for action on the October 12<sup>th</sup> City Council meeting agenda. These documents have been negotiated to this point by and between Karbank and a team of City Officials and representatives including:

- Mayor David E. Waters,
- City Administrator Leslie Herring,
- City Attorney Ryan Denk,
- Financial Advisor Jeff White (Columbia Capital Management), and
- Bond Counsel Kevin Wempe (Gilmore & Bell).

This team will be available at the meeting and thereafter to respond to any questions the City Council may have regarding the documents and to address any items not included or requested for inclusion by the City Council.

**Budget Impact**

All expenses to date and hereafter relating to these document drafts are reimbursed by Karbank pursuant to the Funding & Exclusivity Agreement.

*Suggested Motion*

*None. Action should be considered at the October 12, 2023 City Council meeting.*

## DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the **CITY OF WESTWOOD, KANSAS** (“Westwood”), and **KARBANK HOLDINGS LLC**, a Delaware limited liability company (“Developer”),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Westwood is a municipal corporation organized and existing under the laws of the State of Kansas, with its principal office located at 4700 Rainbow Boulevard, Westwood, KS 66205; and

WHEREAS, Developer is a limited liability company engaged in the businesses of real estate development and operation, with its principal office located at 2000 Shawnee Mission Parkway, Suite 400, Mission Woods, KS; and

WHEREAS, Developer and its Karbank family affiliates have developed or redeveloped, and now operate, office, retail, mixed-use and industrial developments in various locations in Johnson County, Kansas including in the municipalities of Mission Woods, Prairie Village, Merriam, Overland Park, Lenexa and Olathe; and

WHEREAS, Westwood owns a parcel of land located at 5000 Rainbow (the “City’s North Dennis Park Parcel”) comprising 0.5344 acres of land and being Kansas Uniform Parcel Number RP630000010001 (Quick Ref R169078); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Dennis Park Parcel”) located immediately south of the City’s North Parcel, and commonly known as Dennis Park, comprising 0.42 acres of land and being Kansas Uniform Parcel Number RF2512033060 (Quick Ref R168613); and

WHEREAS, Westwood owns a parcel of land (the “City’s North Church Parcel”) located immediately south of the City’s South Dennis Park, comprising 1.03 acres of land and being Kansas Uniform Parcel Number RP270000000008D (Quick Ref R168791); and

WHEREAS, Westwood owns a parcel of land (the “City’s South Church Parcel”, and together with the City’s North Dennis Park Parcel, the City’s South Dennis Park Parcel and the City’s North Church Parcel, the “City Parcels”) located immediately south of the City’s North Church Parcel, comprising 0.83 acres of land and being Kansas Uniform Parcel Number RP300000010012B (Quick Ref R168898);

WHEREAS, Shawnee Mission Unified School District No. 512 (the "School District") owns a parcel of land located at 2511 West 50<sup>th</sup> Street, Westwood, Kansas (the "School District North Parcel") comprising 4.49 acres of land and being Kansas Uniform Parcel Number RP270000000008 (Quick Ref R168789); and

WHEREAS, the School District owns a parcel of land located immediately south of the School District North Parcel (the "School District South Parcel", and together with the School District North Parcel, the "School District Parcels") comprising 0.4823 acres of land and being Kansas Uniform Parcel Number RRP300000010012A (Quick ID# R168897); and

WHEREAS, the School District owns and operates Rushton Elementary School (including all buildings and other improvements, the "Rushton School") located on the School District Parcels; and

WHEREAS, pursuant to that certain *Option Agreement between Shawnee Mission School District and the City of Westwood*, last dated February 22, 2019 (the "Option Agreement"), the School District granted to Westwood an option (the "Purchase Option") and a right of first refusal (the "Refusal Right", and together with the Purchase Option, the "Option Agreement Rights") to purchase the School District Parcels (which are denominated in the Option Agreement as "Real Estate Tract 2"); and

WHEREAS, consistent with the Option Agreement, Westwood and the School District have entered into a Real Estate Purchase Agreement dated June 8<sup>th</sup>, 2023 (the "SMSD Agreement") pursuant to which Agreement Westwood has agreed to purchase, from the School District, the School District Parcels; and

WHEREAS, pursuant to that certain *Funding and Exclusive Rights Agreement*, dated as of March 9, 2023 (the "Funding Agreement"), between Westwood and Developer, Developer and Westwood agreed to terms and conditions pursuant to which Westwood and Developer would work cooperatively to undertake, fulfill and fund Developer's request that Westwood undertake and consider approval of:

- (a) Developer's acquisition of the City Parcels;
- (b) Developer's ultimate acquisition of a portion of the School District Parcels through Westwood's exercise of the Purchase Option and conveyance, subject to the terms hereof, to Developer, of a portion of the School District Parcels;

- (c) Westwood's demolition (using funds contributed to Westwood by third parties) of Rushton School once the School District has vacated the School District Parcels;
- (d) Developer's and Westwood's adjustment of the east lot lines of the School District Parcels (the "Lot Line Adjustment") by moving such east lot lines a mutually agreeable distance to the west as determined by a replat of the School District Parcels (the "Replatting", which shall include the Lot Line Adjustment and which shall also include a replatting of the City Parcels);
- (e) Westwood's dedication and restriction of the western portion of the School District Parcels to public park use for a specified term of years (after the Replatting, such western portions of the School District Parcels are as "City Park Land", the remaining eastern portion of the School District Parcels to be conveyed to Developer referred to as "Lot Line Adjustment Parcel", together with the City Parcels, are the "Development Parcels");
- (f) Westwood's adoption, by ordinance, of a public improvement Tax Increment District and one or more Tax Increment Financing Project Plans (the "Public TIF", the proceeds of which will be initially used to fund the cost of designing, creating, equipping, maintaining, repairing and making replacements of equipment at a municipal park on the City Park Land and may also be utilized to fund or reimburse the cost of park restrooms to be constructed, by the City or by Developer, on the City Park Land) pursuant to the Tax Increment Financing Act, K.S.A. 12-1770 *et seq.*;
- (g) Westwood's approval, by ordinance, of industrial revenue bond financing (the "IRB Financing"), for the purpose of partially exempting sales taxes on construction materials used in constructing mixed-use improvements (including office and retail) on the Development Parcels (the "Private Development") (the savings from such sales tax exemptions being for Developer's sole benefit) all pursuant to the Industrial Revenue Bond Act, K.S.A. 12-1740, *et seq.*;
- (h) Westwood's redevelopment of the City Park Land for the purpose of a public park, including all planning, landscape planning and construction of such park;
- (i) Developer's application for rezoning (the "Rezoning"), of the Development Parcels, to PD (the "PD Zoning", which for the purpose of this Agreement shall be deemed to include any "overlay" district) as prescribed in Westwood

Ordinance 1024 (the “Zoning Ordinance”) and on terms and conditions reasonably acceptable to Developer, which application is subject to consideration and recommendation of the Westwood Planning Commission and consideration and final action by the Westwood Governing Body; and

- (j) Developer’s application for approval of a preliminary development plan (the “Preliminary Development Plan”) and a final development plan (the “Final Development Plan”), both as to the Development Parcels; and
- (k) Developer’s development of the Development Parcels for the Private Development and Westwood’s approval (the “Development Approvals”) of the items above and such other activities as Westwood and Developer may agree from time to time (items (a) through (k) in this recital, and as they may be amended from time to time, are collectively the “Development Plan”).

WHEREAS, in accordance with the Funding Agreement, Developer and Westwood wish to memorialize, in this Agreement, those steps which are necessary or appropriate for undertaking the Development Plan.

NOW, THEREFORE, Westwood and Developer hereby agree as follows:

**1. Intent of the Development Plan.**

- 1.1 The Development Plan will, upon completion<sup>1</sup>, result in:
  - 1.1.1 The Replatting;
  - 1.1.2 The Rezoning of the Development Parcels to PD Zoning as prescribed in the Zoning Ordinance;
  - 1.1.3 Approval of the Preliminary Development Plan and the Final Development Plan;
  - 1.1.4 Westwood’s consent to the filing of the applications for the Rezoning, the Replatting, the Preliminary Development Plan and the Final Development Plan;

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<sup>1</sup> The listing of approvals including replatting and rezoning which require procedural compliance and approval pursuant to City Code and State statute as elements of the Development Plan are in no way intended as a waiver or grant of such required approvals, the listing herein is simply an acknowledgement that such approvals will be required as an element of the required Development Plan.

- 1.1.5** The School District's consent to the Rezoning, the Replatting, the Preliminary Development Plan and the Final Development Plan;
- 1.1.6** Donation of one hundred percent (100%) of the funds for acquisition of School District Property to Westwood, by third parties.
- 1.1.7** Westwood's acquisition of the School District Parcels pursuant to the SMSD Agreement or otherwise;
- 1.1.8** Westwood's conveyance, to Developer, of the City Parcels or the Development Parcels (as the context may require); the transactions resulting in Westwood's ultimate ownership of the City Park Land and Developer's ownership of the Development Parcels are collectively the "Land Acquisitions";
- 1.1.9** Donation of one hundred percent (100%) of the funds for the demolition, rough grading and seeding of the Rushton School building, parking lot and playground, by third parties.
- 1.1.10** Westwood's ownership of, planning, finish grading and redevelopment of the City Park Land;
- 1.1.11** Westwood's grant of the Development Approvals for the Development Parcels;
- 1.1.12** Developer's construction of the Private Development, including but not limited to:
  - 1.1.12.1** One or more primarily-commercial-use (whether single-use or mixed-use) buildings consisting of one-to-four floors each, aggregating not more than one hundred forty thousand (140,000) sq. ft., expected to be commenced by December 31, 2025 and thereafter pursued diligently to completion (and such building or buildings may be built in phases at the discretion of Developer, with the first phase to be commenced by December 31, 2025 and later phases, if commenced, to be commenced and pursued diligently to completion).
  - 1.1.12.2** Other structures, facilities, drives and one or more parking garages supporting the Development Plan.



**1.1.13** The dedication, by Westwood and solely for the use as a public park, of the City Park Land under the terms of a Declaration of Covenants and Restrictions;

**1.1.14** Westwood's creation of the Public TIF with Developer having the first right to purchase any bonds issued associated with such Public TIF (including, without limitation, the initial issuance of bonds and any subsequent issuance of additional bonds); and

**1.1.15** Developer's undertaking and closing of the IRB Financing, and Developer (or another party reasonably approved by Westwood) shall purchase the IRB Financing non-cash bonds.

**1.1.16** Subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of City, it is the expectation of the parties to this Agreement that the Developer will utilize IRBs to be issued by the City to finance the Private Development for the sole purpose of obtaining a sales tax exemption on the Private Development to the extent it is financed with the proceeds of the IRBs. All expenses related to the issuance of such IRBs, including, but not limited to, the City's application fee, the City's origination fee, and the fees and expenses of the City's Bond Counsel, will be the responsibility of the Developer.

**2. Development Plan Milestones.** Westwood and Developer wish to pursue the Development Plan along milestones ("Milestones", which may or may not be sequential) established by Westwood and Developer from time to time for the Development Approvals, the Land Acquisitions, the Rezoning, the Replatting, the Preliminary Development Plan, the Final Development Plan, the Public TIF and the IRB Financing, and Westwood and Developer may, from time to time by amendment to this Agreement, amend the Milestones. Those initial Milestones set by this Agreement include:

**2.1** Funding of School District Parcels acquisition: November 21, 2023.

**2.2** Funding of Rushton School demolition: August 1, 2024.

### **3. Development Plan Considerations.**

- 3.1** Westwood and Developer agree that the Development Plan shall take into account the considerations set forth in **(a)** Section 6.2 of the Zoning Ordinance, for development and redevelopment of lands in the PD zone district in Westwood, and in **(b)** any “overlay district”, as defined in the Zoning Ordinance, that may apply to the Development Plan.
- 3.2** The Development Plan shall be for a mix of uses, which may include office, retail, artistic, restaurant (including without limitation service of alcoholic beverages), community and residential uses.
- 3.3** As an inducement to the City’s consideration of a grant of an IRB sales tax exemption on the Private Development, the Development Plan and the Private Development shall be designed and built utilizing design standards and materials resulting in construction of the Private Development consistent with or exceeding the “basic certified rating” of the Leadership in Energy and Environmental Design (“LEED”) green building rating system for new commercial construction projects, as developed by the United States Green Building Council although formal certification need not be obtained.

### **4. School District Parcels and City Parcels Acquisition.**

- 4.1** As part of the Development Plan, Developer shall acquire the City Parcels subject, however, to Developer’s redemption in full, at the closing of such acquisition, of a lease purchase agreement between Security Bank and Westwood (the “Security Bank Loan”) which is secured by a lease and purchase option as to the City Parcels. The documents evidencing the Security Bank Lease are annexed hereto as **Exhibit “A”**. Westwood represents and warrants that the principal amount outstanding under the Security Bank Lease as of the effective date of this Agreement is \$275,000. Westwood shall, from and after the date hereof and to the date of closing of Developer’s acquisition of the City Parcels, **(a)** timely make all payments of principal and interest due from time to time on the Security Bank Lease, **(b)** comply with all of the terms, conditions and covenants of the Security Bank Lease and **(c)** deliver to Developer, not later than five (5) days after Westwood’s receipt thereof, any notice from Security Bank that the Security Bank Lease is coming due or is in default.

**4.2** As part of the Development Plan, Developer shall ultimately own the Lot Line Adjustment Parcel and Westwood shall ultimately own the City Park Land. Developer and Westwood shall cooperate to accomplish these conveyances through Westwood's acquisition of the School District Parcels and conveyance, to Developer, of the Lot Line Adjustment Parcel.

**5. Parties' Cooperation.**

**5.1** Westwood shall cooperate with and assist Developer in applying for and processing any and all applications that Developer may submit, to Westwood, from time to time in furtherance of the Development Plan. Westwood shall devote such time and Westwood personnel (including without limitation in terms of scheduling, arranging for noticing Westwood governing body and other committee meetings) as may be reasonably required in order to undertake and complete the Development Plan. Such cooperation does not require Westwood to grant any application for planning, zoning or replatting or any other required administrative or legislative action necessary for the furtherance of the Private Development or the Development Plan. Westwood acknowledges that Westwood's ownership of the City Park Land and ultimate development of the Park Parcels is an element of the Development Plan and, as such (and together with any and all other civic benefits that may accrue from the Development Plan), that Westwood and its citizens will benefit from the Development Plan.

**5.2** Developer shall cooperate with Westwood relative to the application and approval the issuance of IRBs, which cooperation shall include any necessary consents required for approval. Developer acknowledges that Westwood shall have full claim to and use of any revenue generated by the Public TIF and hereby disclaims all rights to receive any revenue or benefit from the same.

**5.3** Developer and Westwood shall cooperate in granting easements across the City Park Land and the Development Parcels, including without limitation **(a)** a stormwater easement across the Development Parcels and **(b)** a sanitary sewer easement across the City Park Property.

**5.4** Developer and Westwood shall cooperate as to Developer's licensing, to the City, ten (10) parking spaces, for use by City Park users during their visits to the City Park, in Developer's parking structure, and such license shall provide (among other things) for period "common area maintenance"

costs to be paid by the City for its share of parking area costs (such share shall be a fraction, the numerator of which is 10 and the denominator of which is the number of off-street paved parking spaces on the Development Parcels).

**6. Incorporation of Recitals; Incorporation of Funding Agreement; Estoppel.**

- 6.1 The recitals set forth at the beginning of this Agreement, together with the Funding Agreement's terms and conditions, are expressly incorporated into this Agreement.
- 6.2 Each of Westwood and Developer represent and warrant to the other that **(a)** neither has given notice to the other (or received notice from the other) of any default under the Funding Agreement, **(b)** to the knowledge of Westwood and Developer, there is **(i)** no event of default outstanding under the Funding Agreement and **(ii)** no event has occurred which, with the giving of notice or the passage of time, or both, would constitute an event of default under the Funding Agreement.

**7. Permit Fees and Costs; City Park Land Costs.**

- 7.1 Westwood shall charge, and Developer shall pay, customary building permit fees and costs for the Private Development and the Development Plan in connection with all structures and improvements to be built on the Development Parcels, including the demolition and rough grading permit fees associated with the demolition of the Rushton School.
- 7.2 Westwood shall pay the costs of landscape planning, finish grading and developing the Park Parcels, it being understood that Developer's only cost as to the Park Parcels (other than the cost of acquiring the School District Parcels and undertaking and completing the Replatting and Rezoning) shall be the cost of demolishing and rough grading the Rushton School.

**8. Term.**

- 8.1 The term of this Agreement (the "Term") shall commence on the date hereof and shall end on the expiration date of any Tax Increment Financing Plan applicable to the Public TIF; it is anticipated that the term of such Tax Increment Financing Plan shall be twenty (20) years from its approval by Westwood's governing body. Developer and Westwood may from time to time extend the Term in order to accommodate the rational undertaking and

completion of the Development Plan as it may be amended from time to time.

**8.2** Subject, however, to Developer's and Westwood's respective rights and obligations under the Funding Agreement, Developer may, at any time prior to November 20, 2023 and for any reason, abandon the Development Plan.

**9. Notices.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by restricted or certified or express United States mail, postage prepaid, or delivered by hand (including by any national recognized overnight delivery service or otherwise), and addressed as follows:

To Westwood:

City of Westwood, Kansas  
Attn: City Administrator  
4700 Rainbow Blvd.  
Westwood, KS 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.  
707 Minnesota Ave., 4<sup>th</sup> Floor  
P.O. Box 171300  
Kansas City, KS 66117-1300

To Developer:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Adam Feldman, Esquire

With a copy to:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Neil D. Karbank, Esquire

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**10. Further Assurances; Time of Essence; Force Majeure; After-Acquired Property; Estoppel.**

- 10.1** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Westwood and Developer, Westwood and Developer agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as may be reasonably required to assist or consummate the transactions contemplated hereby.
- 10.2** Time shall be of the essence as to Westwood's and Developer's obligations hereunder.
- 10.3** Notwithstanding the provisions of Section 10.2 hereof, neither Westwood nor Developer shall be required to perform any covenant or obligation in this Agreement, or be liable in damages to other, so long as the performance or non-performance of such covenant or obligation is delayed, caused by or prevented by an act of God or force majeure.
- 10.4** In the event that Westwood shall acquire lands adjoining the City Park Land (including without limitation lands now owned by the Joanne M. Gaar Trust, which is Kansas Uniform Parcel No. RP300000010011, Quick Ref R168896), then **(a)** this Agreement shall be deemed to spread to such lands (which shall be deemed to be a part of the City Park Land) and **(b)** such lands shall be bound by this Agreement and by all of its terms and conditions.
- 10.5** Westwood shall, within ten (10) days of Developer's request from time to time, execute, acknowledge and deliver an estoppel certificate (using a form furnished by Developer) stating, if the same be true, that this Declaration is a true and exact copy of the agreement between the parties hereto and that there are no amendments hereof (or stating what the amendments are) that the same is then in full force and effect and that, to the best of Westwood's knowledge, there are no offsets, defense or counterclaims with respect to the performance of any terms, covenants and conditions hereof on the part of Developer to be performed, and that as of such date, no default has been declared hereunder by Developer or Westwood, and that Westwood has no knowledge of any facts or circumstances which it might reasonably believe

would give rise to a default hereunder by Westwood or Developer. Notwithstanding anything to the contrary contained herein, and without relieving Westwood of its obligations under this Section 10.5, Westwood's failure to timely execute, acknowledge and deliver to any Developer such estoppel certificate within ten (10) days after written demand shall constitute the acknowledgment of Westwood that all matters set forth in such instrument are true and correct.

## 11. **Assignment; Successors and Assigns.**

- 11.1** Developer shall have the right to assign its interest in this Agreement to any party related to the Developer by one of the relationships described in Section 267(b) or 707(b) of the United States Internal Revenue Code of 1986, as amended, or any party that is owned or controlled by or under common control with Developer, and for the purpose of this Agreement, any reference to Developer shall be deemed to include any affiliate of Developer that is owned or controlled by or under common control with Developer. Developer shall also have the right to collaterally assign Developer's rights under this Agreement to secure any lender granting, to Developer, any financing that is secured a mortgage of all or any part of the Development Parcels. Notwithstanding the foregoing, Developer may, without Westwood's consent, assign its rights and delegate its duties under this Agreement to any party after the completion of the items set forth in Sections 1.1.1 – 1.1.9 and 1.1.11 (excluding subsection [h] in the Recitals above, which is Westwood's work) herein, provided that the terms of such assignment shall bind and obligate the assignee to the terms of this Development Agreement.
- 11.2** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that any tenant under any space lease in any building constructed on any part of the Development Parcels shall not be deemed to be Developer's assignee hereunder.
- 11.3** The Developer may not sell or lease the Development Parcels or any portion of the Private Development to an organization or for a use that is exempt from *ad valorem* taxation without the prior written consent of the City; provided, however, that **(a)** such prohibition shall not prevent the granting of any temporary or permanent easements necessary to facilitate the construction of the projects described herein or **(b)** Developer may, in the ordinary course of its leasing of space in the Private Development, lease

office or retail space to nonprofit entities so long as such leasing does not cause any part of the Private Development to be exempt from *ad valorem* taxation. In the event that Developer's leasing of space as provided for within this Section 11.3(b) results in the Private Development or any portion thereof to be exempt from *ad valorem* taxation, Developer and City shall execute a separate agreement between Developer and the City which provides for the annual payment of an amount equal to payments in lieu of taxes (PILOTS) which otherwise would have been paid in regard to such property if such space had been leased by a non-tax-exempt entity for each of the years remaining in the Term.

## 12. **Miscellaneous.**

- 12.1 **Amendments.** This Agreement may be supplemented or amended only by written instrument executed by the parties affected by such supplement or amendment.
- 12.2 **Counterparts.** This Agreement may be executed in several counterparts (including by facsimile or electronic signatures), each of which is deemed an original. Such counterparts shall, taken together, constitute but one and the same instrument.
- 12.3 **Covenant Running With The Land.** This Agreement is and shall be deemed to be a "covenant running with the land" to which the City Parcels are subject.
- 12.4 **Entire Agreement; Severability.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by the parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.
- 12.5 **Cumulative Rights; No Waiver.** The rights and remedies of each party hereto, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or



allowed by law. A waiver by either party hereto of any breach or breaches, default or defaults by the other party hereto shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

- 12.6 Applicable Law and Venue.** This Agreement shall be deemed to be entered into in the State of Kansas, and shall be construed in accordance with the laws of the State of Kansas. The sole and exclusive venue for any action for legal or equitable remedies based upon or in any way relying upon this Agreement shall be within the District Court of Johnson County, Kansas, and both parties consent to personal jurisdiction of such court. This Agreement shall be enforceable by one or more actions for damages, for declaratory relief or for specific performance (or for any combination of them), in which event the bond required for any action for injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash. In the event of any such action and to the extent permitted under applicable law, the party or parties prevailing in litigation shall be entitled to receive from the non-prevailing party or parties the prevailing party's or parties' reasonable attorneys' fees and costs for such action.
- 12.7 Non-Liability of Westwood Officials and Employees.** No member of the Governing Body, official or employee of Westwood shall be personally liable to Developers, or any successor in interest to Developer, pursuant to this Agreement, nor for any default or breach of the Agreement by Westwood.
- 12.8 Authority.** Each of Westwood and Developer represent and warrant to the other that the person or persons signing this Agreement on behalf of such party are duly authorized to execute and deliver this Agreement and that such party intends to be bound by this Agreement's terms and conditions.

*[signatures commence on the following page]*

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

**KARBANK HOLDINGS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Table of Exhibits**

Exhibit A: Security Bank Lease Documents

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**TRANSCRIPT OF PROCEEDINGS**  
**RELATING TO**  
**\$425,000**  
**TAXABLE LEASE PURCHASE AGREEMENT**  
**DATED AS OF APRIL 1, 2014,**  
**BETWEEN**  
**SECURITY BANK OF KANSAS CITY, AS LESSOR**  
**AND THE**  
**CITY OF WESTWOOD, KANSAS, AS LESSEE**

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**\$425,000**  
**TAXABLE LEASE PURCHASE AGREEMENT**  
**DATED AS OF APRIL 1, 2014, BETWEEN**  
**SECURITY BANK OF KANSAS CITY, AS LESSOR**  
**AND THE**  
**CITY OF WESTWOOD, KANSAS, AS LESSEE**

**Closing Date: April 9, 2014**

**CLOSING LIST**

**Document  
No.**

1. Site Lease, together with Memorandum of Site Lease, with the following schedules attached:
  - Schedule 1: Description of the Land.
  - Schedule 2: Description of the Facility.
2. Taxable Lease Purchase Agreement, together with Memorandum of Taxable Lease Purchase Agreement, with the following exhibits and schedule attached:
  - Exhibit A: Rental Payment Schedule.
  - Exhibit B: Other Provisions.
  - Schedule 1: Description of the Land.
3. City's Payment Instructions and Acceptance Certificate.
4. City's Closing Certificate with the following exhibits attached:
  - A. Excerpt of Minutes of Meeting showing adoption of Ordinance authorizing the Site Lease and Lease Purchase Agreement; Notice of Meeting.
  - B. Ordinance.
5. Bank's Closing Certificate.
6. Evidence of Insurance.
7. Corporation Warranty Deeds.
8. Title Insurance:
  - A. Instruction Letter, with Pro Forma Title Policy attached.
  - B. Title Policy.
9. Appraisal.
10. Phase I Environmental Assessment.
11. Opinion of Counsel to the City.
12. Recording Memorandum.

# # #

1

Execution Copy



**SITE LEASE**

**between**

**CITY OF WESTWOOD, KANSAS,  
as Site Lessor**

**and**

**SECURITY BANK OF KANSAS CITY,  
as Site Lessee**



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Schedule 1 – Description of the Land  
 Schedule 2 – Description of the Facility

**SITE LEASE**

**SITE LESSOR:** CITY OF WESTWOOD, KANSAS, a city of the third class

**SITE LESSEE:** SECURITY BANK OF KANSAS CITY

**DATE:** April 1, 2014

**THIS SITE LEASE** (the "Site Lease"), dated as of the date set forth above, by and between the Site Lessor named above (together with its successors and assigns, "Site Lessor"), and the Site Lessee named above (together with its successors, "Site Lessee"),

**WITNESSETH:**

**WHEREAS**, in order to carry out the essential governmental and proprietary functions of Site Lessor, the governing body of Site Lessor deems it necessary to acquire the hereinafter defined Facility; and

**WHEREAS**, Site Lessor is the owner of the real estate described in **Schedule 1** hereto (the "Land") on which such Facility is located; and

**WHEREAS**, Site Lessee proposes to lease the Land from Site Lessor and to provide funds in the aggregate amount stated in the hereinafter defined Lease to acquire the facility located on the Land and any related improvements, fixtures, equipment, furnishings and related support facilities to meet the aforesaid requirements as described on **Schedule 2** hereto (the "Facility"), and has offered to lease the Land and Facility (together, the "Project") to Site Lessor pursuant to a Taxable Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Site Lessee, as lessor, and Site Lessor, as lessee; and

**WHEREAS**, Site Lessor desires to lease the Land to Site Lessee for the rentals and upon the terms and conditions herein set forth and to lease the Project from Site Lessee upon the terms and conditions set forth in the Lease;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Site Lessor and Site Lessee do hereby covenant and agree as follows:

**Section 1. Representations by Site Lessor.** Site Lessor represents, warrants and covenants as follows:

(a) Site Lessor is a body politic and corporate established and existing under and pursuant to the laws of the State of Kansas (the "State");

(b) The lease of the Land to Site Lessee and the lease of the Project by Site Lessee to Site Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Site Lessor hereby declares its current need for the Project;

(c) Site Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Site Lease and the Lease and the transactions contemplated by this Site Lease and the Lease and to carry out its obligations hereunder and thereunder, has been



duly authorized to execute and deliver this Site Lease and the Lease and by proper action has duly authorized the execution and delivery of this Site Lease and the Lease;

(d) Neither the execution and delivery of this Site Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Site Lessor is now a party or by which Site Lessor is bound;

(e) Site Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Facility by Site Lessor, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Facility; and

(i) Site Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Site Lessor's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Site Lease and the Lease.

**Section 2. Lease.** Site Lessor hereby leases to Site Lessee, and Site Lessee hereby rents and leases from Site Lessor, the Land on the terms and conditions hereinafter set forth.

**Section 3. Term.** The term of this Site Lease will commence as of the date of the delivery hereof, and will end on the twentieth anniversary of such date, unless such term is sooner terminated as hereinafter provided.

**Section 4. Rental.** As and for rental hereunder and in consideration for the leasing of the Land to Site Lessee, Site Lessee will:

(a) Simultaneously with the delivery of this Site Lease, enter into the Lease; and

(b) Deposit the amount set forth in **Schedule 2** with Stewart Title Guarantee Company pursuant to instructions provided by Site Lessor.

**Section 5. Assignments and Subleases.** Site Lessee may assign its rights under this Site Lease or sublet the Project without the consent of Site Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an "event of default" as defined in the Lease has occurred.

**Section 6. Termination.** This Site Lease will terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Site Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Site Lessee's interest in the Project pursuant to **Article X** of the Lease, then this Site Lease will be

considered assigned to Site Lessor and terminated through merger of the leasehold interest with the fee interest if Site Lessor is the owner of the fee interest.

If an “event of default” under the Lease occurs or if Site Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Site Lessee will have the right to possession of the Project for the remainder of the term of this Site Lease and will have the right to sublease the Project or sell its interest in the Project and this Site Lease upon whatever terms and conditions it deems prudent; provided, however, that Site Lessee will provide Site Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Site Lessor with evidence thereof.

**Section 7. Default.** Site Lessor will not have the right to exclude Site Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Site Lease prior to the expiration of its term upon any default by Site Lessee hereunder, except that if, upon the exercise of the option to purchase Site Lessee’s interest in the Project granted to Site Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Site Lessee fails to convey its interest in the Project to Site Lessor pursuant to said option, then Site Lessor will have the right to terminate this Site Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Site Lessee. In the event of any default by Site Lessee hereunder, however, Site Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

**Section 8. Quiet Enjoyment.** At all times during the term of this Site Lease, Site Lessee will peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Site Lessor under the Lease.

**Section 9. No Merger.** No union of the interests of Site Lessor and Site Lessee herein will result in a merger of this Site Lease and the title to the Land, except as described in **Section 6**.

**Section 10. Taxes and Assessments.** Site Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

**Section 11. Warranty and Indemnity Regarding Environmental Matters.** Site Lessor hereby warrants and represents that to its knowledge (i) there has not been any “release” (as defined in 42 U.S.C. § 9601(22)) or threat of a “release” of any “hazardous substances” (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a “facility” (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Site Lessor agrees to provide Site Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Site Lessor to any federal, state or local agencies or authorities or which are received by Site Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies will be sent to Site Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Site Lessor.

Site Lessor agrees to provide Site Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Site Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices will be sent to Site Lessee concurrently with their being mailed to any such governmental authority or agency.

Site Lessor hereby covenants and agrees, to the extent permitted by law, to indemnify, protect and hold harmless Site Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Site Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Site Lessor or any third party or otherwise. Notwithstanding the foregoing, Site Lessor will not be obligated to indemnify and hold harmless Site Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Site Lessee.

**Section 12. Waiver of Personal Liability.** All liabilities under this Site Lease on the part of Site Lessee are solely corporate liabilities of Site Lessee as a corporation, and, to the extent permitted by law, Site Lessor hereby releases each and every elected official, officer and employee of Site Lessee of and from any personal or individual liability under this Site Lease. No elected official, officer or employee of Site Lessee will at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by Site Lessee hereunder.

**Section 13. Eminent Domain.**

(a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of Site Lessee will be recognized. The proceeds of said condemnation will be applied as provided in **Article XI** of the Lease. Under State statutes, Site Lessor has the power to condemn property for its purposes, and Site Lessor acknowledges that if Site Lessor condemned the Project, such action could adversely affect the continuation of this Site Lease. Site Lessor further acknowledges that condemnation of the Project would adversely affect Site Lessee and that without Site Lessee's interest in the Project, Site Lessee might not lease the Project to Site Lessor pursuant to the Lease.

Site Lessor and Site Lessee have reached agreement on the terms of the acquisition of the Project, at Site Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of Site Lessee's interest in the Project or rights to its use by Site Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) will be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If Site Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default, as those terms are defined in the Lease), that action will constitute an irrevocable determination by Site Lessor that the Project is not required by it for any public purpose for the term of this Site Lease.

Site Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project will not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, Site Lessor covenants that it will cooperate with Site Lessee and will take all reasonable actions, including where appropriate the lawful exercise of Site Lessor's power of eminent domain, in order to quiet title to the Land in Site Lessor.

**Section 14. Leaseback to Site Lessor; Term; Rental.** Contemporaneously herewith Site Lessee and Site Lessor will execute the Lease whereby Site Lessee subleases back to Site Lessor and Site Lessor subleases from Site Lessee the Land, and Site Lessee leases to Site Lessor and Site Lessor leases from Site Lessee the Facility in accordance therewith. Title to the Land will remain in Site Lessor at all times. The Lease includes in **Article X** thereof the option of Site Lessor, upon payment of the purchase price, to purchase Site Lessee's interest in the Project.

**Section 15. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Site Lease will to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease will be affected thereby, and each provision of this Site Lease will be valid and enforceable to the fullest extent permitted by law.

**Section 16. Notices.** All written notices to be given under this Site Lease will be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice will be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

**Section 17. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

**Section 18. Amendments, Changes and Modifications.** This Site Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Site Lessee and Site Lessor. Any waiver of any provision of this Site Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from in action, course of dealing or otherwise.

**Section 19. Applicable Law.** This Site Lease will be governed by and construed in accordance with the laws of the State.

**Section 20. Execution; Electronic Transactions.** This Site Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Site Lease. It is also agreed that separate counterparts of this Site Lease may be executed by Site Lessee and Site Lessor all with the same force and effect as though the same counterpart had been executed by both Site Lessee and Site Lessor. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

**Section 21. Successors.** This Site Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 22. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

[Remainder of Page Intentionally Left Blank.]


IN WITNESS WHEREOF, Site Lessor and Site Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF WESTWOOD, KANSAS

[SEAL]

By:   
Name: John M. Yé  
Title: Mayor

ATTEST:

  
Name: Frederick L. Sherman  
Title: City Clerk

SECURITY BANK OF KANSAS CITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, Site Lessor and Site Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

[SEAL]

By: \_\_\_\_\_

Name: John M. Yé

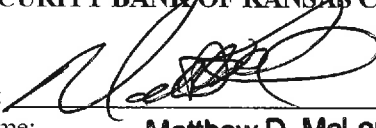
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Frederick L. Sherman

Title: City Clerk

**SECURITY BANK OF KANSAS CITY**

By:  \_\_\_\_\_

Name: **Matthew D. McLaughlin**

Title: **Senior Vice President**

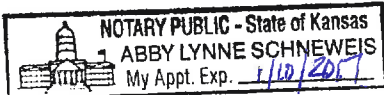


ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 8<sup>th</sup> day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



(SEAL)

[Signature]  
Printed Name: Abby Lynne Schneweis  
Notary Public in and for said State  
Commissioned in Dawson County

My commission expires: January 10, 2017



ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

On this \_\_\_\_ day of April, 2014, before me, the undersigned, a Notary Public, appeared ~~Matthew D McLaughlin~~ Senior Vice President, who being before me duly sworn did say that he is a ~~Senior Vice President~~ of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed and sealed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



*Deborah Armenta*  
Printed Name: DEBORAH ARMENTA  
Notary Public in and for said State  
Commissioned in Wyandotte County

My commission expires: 07-28-15

**SCHEDULE 1 TO SITE LEASE**

**DESCRIPTION OF THE LAND**

**Tract I:**

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

**Tract II:**

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

**Tract III:**

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

**SCHEDULE 2 TO SITE LEASE**

**DESCRIPTION OF THE FACILITY**

The Facility consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities.

Deposit to Stewart Title Guaranty Company: \$425,000.

<b>20140410-0002904</b>		
Electronic Recording	F: \$28.00	04/10/2014
Pages: 6		01:05:16 PM
Register of Deeds		T20140017352
JO CO KS	BK:201404	PG:002904

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Site Lease

Date of Document: April 01, 2014

Grantor(s): City of Westwood, Kansas

Grantee(s): Security Bank of Kansas City

Grantee(s) Mailing Address: 701 Minnesota Avenue, Suite 206, Kansas City, KS 66101

Legal Description:

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

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Reference Book and Page(s):

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

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Reference Book and Page(s):

**MEMORANDUM OF SITE LEASE**

**THIS MEMORANDUM OF SITE LEASE**, made and entered into as of April 1, 2014, by and between the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"), and **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"),

**WITNESSETH:**


The City has leased to the Bank and the Bank has leased from the City the property described in **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on April 9, 2034, upon the terms and conditions set forth in the Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City and the Bank.

The covenants, agreements and conditions contained in the Site Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Site Lease the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

[SEAL]

By:   
Name: John M. Ye  
Title: Mayor

ATTEST:

  
Name: Frederick L. Sherman

**SECURITY BANK OF KANSAS CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEMORANDUM OF SITE LEASE**

**THIS MEMORANDUM OF SITE LEASE**, made and entered into as of April 1, 2014, by and between the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"), and **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"),

**WITNESSETH:**

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**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Site Lease the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

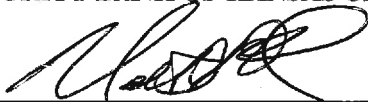
[SEAL]

By: \_\_\_\_\_  
Name: John M. Yé  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Frederick L. Sherman

**SECURITY BANK OF KANSAS CITY**

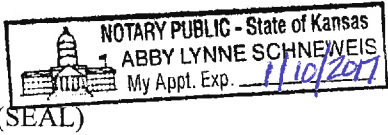
By:   
Name: **Matthew D. McLaughlin**  
Title: **Senior Vice President**

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Abby Lynne Schneweis  
Printed Name: Abby Lynne Schneweis  
Notary Public in and for said State  
Commissioned in Johnson County  
Johnson  
\*Abby Lynne Schneweis

My commission expires: January 10, 2017



ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

On this 7<sup>th</sup> day of April, 2014, before me, the undersigned, a Notary Public, appeared Matthew D. McLaughlin, who being before me duly sworn did say that he is a Senior Vice President of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Deborah Armenta  
Printed Name: DEBORAH ARMENTA  
Notary Public in and for said State  
Commissioned in Wyandotte County

My commission expires: 07-28-15

## SCHEDULE 1

### DESCRIPTION OF THE LAND

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

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2

Execution Copy

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**TAXABLE LEASE PURCHASE AGREEMENT**

**between**

**SECURITY BANK OF KANSAS CITY,  
as Lessor**

**and**

**CITY OF WESTWOOD, KANSAS,  
as Lessee**

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**TAXABLE LEASE PURCHASE AGREEMENT**

**LESSOR:** SECURITY BANK OF KANSAS CITY  
**LESSEE:** CITY OF WESTWOOD, KANSAS, a city of the third class  
**DATE:** April 1, 2014

**THIS TAXABLE LEASE PURCHASE AGREEMENT**, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

**WITNESSETH:**

**WHEREAS**, Lessor proposes to take the following actions:

- (a) Lease from Lessee, the real property described in **Schedule 1** (the "Land");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to pay costs of acquiring the facility and any related improvements, fixtures, equipment and furnishings and support facilities as described on **Exhibit B** (the "Facility"), all of which Facility will be located on the Land; and
- (c) Lease its interest in the Land and the Facility (together, the "Project") to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

**ARTICLE I**

**DEFINITIONS AND RULES OF CONSTRUCTION**

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined herein, the following words and terms as used in the Site Lease and this Lease will have the following meanings, unless some other meaning is plainly intended:

**"Additional Rent"** means those payments required to be made by Lessee by **Section 4.2**.

**"Commencement Date"** is the date when the term of this Lease and Lessee's obligation to pay rent commences, which date will be the date on which funds to pay the Costs of the Facility are disbursed in accordance with Lessee's executed payment instructions and acceptance certificate.



“**Cost**” or “**Costs**” means all reasonable or necessary expenses incidental to the acquisition of the Facility, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

“**Counsel**” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

“**Event of Default**” or “**Default**” means any Event of Default as defined in **Section 12.1**.

“**Facility**” means the facility located on the Land, including any improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described on **Exhibit B** and referred to in **Article V**.

“**Fiscal Year**” means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

“**Impositions**” means those Impositions defined as such in **Article VI**.

“**Issuance Year**” is the calendar year in which the Commencement Date occurs.

“**Land**” means the real property described in **Schedule 1** to this Lease.

“**Lease**” means this Taxable Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

“**Lease Term**” means the Original Term and any Renewal Terms.

“**Lessee Representative**” means the person or persons at the time designated to act on behalf of Lessee in matters relating to the Site Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of Lessee Representative.

“**Lessor Representative**” means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Site Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom will be entitled to perform all duties of the Lessor Representative.

“**Maximum Lease Term**” means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

“**Net Proceeds**” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“**Original Term**” means the initial term of this Lease beginning as of the Commencement Date and ending on the last day of Lessee’s current Fiscal Year.

**“Project”** means the project referred to in the recitals of this Lease, including Lessor’s interest in the Land and the Facility.

**“Project Documents”** means the Site Lease, this Lease and any other agreements, documents or certificates related to the foregoing or the Project.

**“Purchase Price”** means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Project.

**“Renewal Terms”** means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year except as otherwise provided in said **Section 3.2**.

**“Rental Payment Dates”** means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

**“Rental Payments”** means those payments required to be made by Lessee by **Section 4.1**.

**“Site Lease”** means the Site Lease, dated as of the date hereof, between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Site Lease.

**“State”** means the State as defined in the Site Lease.

**Section 1.2. Rules of Construction.** Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule will be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

**Section 1.3. Section and Article Headings.** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**Section 1.4. Execution of Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

**Section 1.5. Construction and Enforcement.** This Lease will be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party will make any payment or perform or refrain from performing any act or obligation, each such provision will, even though

not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

**Section 1.6. Severability.** In the event any provision hereof will be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof will not be affected thereby.

**Section 1.7. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

**Section 1.8. Accounting Terms.** Accounting terms used herein and not otherwise specifically defined will have the meaning ascribed to such terms by generally accepted accounting principles as from time to time in effect.

## ARTICLE II

### REPRESENTATIONS

**Section 2.1. Representations by Lessee.** Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project.

(c) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents.

(d) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound.

(e) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document.

(f) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Site Lease and this Lease.

(g) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(h) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes.

(i) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(j) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition by Lessee of the Facility.

(k) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(l) The capital cost that would be required to purchase the Project if paid for by cash would be \$425,000.

(m) The annual average effective interest cost of this Lease is 3.95% per annum as set forth on **Exhibit A**.

(n) No amount is included in Rental Payments (assuming continuation of this Lease through the Maximum Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest.

### ARTICLE III

#### GRANTING PROVISIONS; TERM

**Section 3.1. Granting of Leasehold.** Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rentals and subject to the terms and conditions hereinafter set forth.

**Section 3.2. Lease Term.** The Original Term will commence as of the Commencement Date and will terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term; provided that the final Renewal Term will not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Lessee will be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee has terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rentals hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rentals during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his power to obtain and maintain funds from which the Rentals may be made, including making provision for such Rentals to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

**Section 3.3. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease will be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

**Section 3.4. Use of Premises.** Lessee will have the right to use the Project for any essential governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

## ARTICLE IV

### PROVISIONS FOR PAYMENT OF RENTALS

**Section 4.1. Rentals.** Lessee will promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment, in such amounts as are described on **Exhibit A**. Lessee will pay Lessor a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

**Section 4.2. Additional Rent.** Lessee will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

**Section 4.3. Rentals and Additional Rent Constitute Current Expense.** The obligation of Lessee to pay the Rentals and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation will not be construed to be a debt of Lessee in contravention of any applicable constitutional, charter or statutory limitation or



requirement, but in each Fiscal Year will be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

**Section 4.4. Rentals and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations.** Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rentals and Additional Rent will be made by Lessee on or before the date the same become due, and Lessee will perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rentals and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Facility has been started or completed.

Nothing in this Lease will be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims will be from Lessor separately, it being the intent of this Lease that Lessee will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rentals and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee so requests.

**Section 4.5. Prepayment of Rentals.** Lessee may at any time prepay all or any part of the Rentals provided for hereunder.

**Section 4.6. Advances.** In the event Lessee fails to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor will constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE V

### ACQUISITION OF THE FACILITY

**Section 5.1. Acquisition of the Facility.** Lessee has entered, or will enter, into a contract providing for the acquisition of the Facility and has provided a copy of such contract a copy to Lessor.

**Section 5.2. Payment for Acquisition of the Facility.** Costs and expenses of every nature incurred in the acquisition of the Facility will be paid in accordance with instructions provided by Lessee subject to the terms and conditions set forth herein.

**Section 5.3. Reserved.**

**Section 5.4. Reserved.**

**Section 5.5. Maintenance of the Facility.** Lessor has no obligation to acquire, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions will be the obligation of Lessee. Lessor's sole responsibility in connection with the Facility is to disburse proceeds of the Lease to the payee or payees directed by Lessee in accordance with Lessee's executed payment instructions and acceptance certificate to pay Costs of the Facility and certain costs of issuance related to the execution and delivery of the Lease in accordance with the terms and conditions specified in **Section 4(b)** of the Site Lease.

**Section 5.6. Warranties.** Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Facility, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any contractor, subcontractor or supplier, and not against Lessor, nor will such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Facility.

**Section 5.7. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

## ARTICLE VI

### IMPOSITIONS

**Section 6.1. Impositions.** Lessee will bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

**Section 6.2. Contest of Impositions.** Lessee has the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor notifies Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee will

promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee will hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

## ARTICLE VII

### INSURANCE; INDEMNITY

**Section 7.1. Insurance Required.** Lessee will, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance will name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance will be applied as provided in **Article XI**.

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which Lessor will reasonably request for a combined single limit for bodily injuries and property damage;

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(d) Leasehold policy of title insurance, insuring Lessor's leasehold interest under the Site Lease, in the amount set forth on **Exhibit B**, on the standard ALTA forms, subject only to such exceptions as will be acceptable to Lessor, with such endorsements and affirmative coverages as may be reasonably required by Lessor, and otherwise in form and substance satisfactory to Lessor and issued by a company acceptable to Lessor and authorized to issue such insurance in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease will be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.



**Section 7.2. Reserved.**

**Section 7.3. Release and Indemnification.** To the extent permitted by law, Lessee will indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Site Lease or this Lease, (b) the acquisition, construction, equipping and installation of the Facility, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

**ARTICLE VIII****ASSIGNMENT AND SUBLEASING**

**Section 8.1. Assignment by Lessor.** Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

**Section 8.2. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor. Any such sublease of all or part of the Project will be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

**ARTICLE IX****MAINTENANCE, REPAIRS AND MODIFICATIONS**

**Section 9.1. Maintenance, Repairs and Modifications.** Lessee will, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, normal wear and tear excepted, and will from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor has no responsibility for any repairs, replacements or improvements. In addition, Lessee will, at its own expense, have the right to remodel any portion of the Facility or to make additions, modifications and improvements thereto. All such additions, modifications and improvements will thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) will remain the property of Lessee and will not be subject to the provisions of this Lease. Such additions, modifications and

improvements will not in any way damage the Facility nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, will be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee will first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor will notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee will promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

Notwithstanding any provisions to the contrary herein, Lessee may, subject to the prior written consent of Lessor, which consent shall not be unreasonably withheld, undertake the demolition of the Facility in accordance with applicable municipal, state and federal law.

**Section 9.2. Liens.** Lessee will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Site Lease provided. Except as expressly provided in this Article, Lessee will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same will arise at any time. Lessee will reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

## ARTICLE X

### **LESSEE'S OPTION TO PURCHASE THE PROJECT**

**Section 10.1. Lessee's Option to Purchase the Project.** Lessee has the option to purchase Lessor's interest in the Project in whole, but not in part, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date occurring on or after the initial purchase date set forth on **Exhibit B**, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Project, on the Rental Payment Date Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on **Exhibit A** to Lessor.

**Section 10.2. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rentals do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Facility, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition of the Facility and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition of the Facility and the leasing of the Project pursuant to this Lease will result in a Site of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Facility were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Facility.

## ARTICLE XI

### **DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

**Section 11.1. Damage, Destruction and Condemnation.** Unless Lessee has exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty (other than a demolition of the Facility in accordance with **Section 9.1**) or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, is taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee will cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed will be held and appropriated by Lessee for the exclusive purpose of paying Rentals under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee will promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds will be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor will belong to Lessee.

**Section 11.2. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee will complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee will make any payments pursuant to the provisions in this **Section 11.2**, Lessee will not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

**Section 11.3. Cooperation of Lessor.** Lessor will cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with

respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

## ARTICLE XII

### DEFAULT PROVISIONS

**Section 12.1. Events of Default Defined.** The following will be “Events of Default” under this Lease, and the term “Events of Default” will mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project is incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document at any time for any reason ceases to be valid and binding on Lessee, or is declared to be null and void, or the validity or enforceability thereof is contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies that it has any further liability or obligation under this Lease or the Site Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

**Section 12.2. Remedies.** Whenever any Event of Default has occurred and is continuing, Lessor will have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;



(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Site Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rentals, Additional Rentals and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor receives a payment for sale of its interest or total Rentals for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess will be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

**Section 12.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**Section 12.4. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

### ARTICLE XIII

#### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 13.1. Amendments, Changes and Modifications.** This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

### ARTICLE XIV

#### MISCELLANEOUS

**Section 14.1. Reserved.**

**Section 14.2. Notices.** It will be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same is duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee

may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

**Section 14.3. Title to Personal Property.** Title to any portion of the Project that constitutes personal property will vest in Lessee subject to Lessor's rights under this Lease and the Site Lease; provided that title thereto will thereafter immediately and without any action by Lessee vest in Lessor and Lessee will immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee will execute and deliver any such instruments as Lessor may request to evidence such transfer.

**Section 14.4. Security Interest.** To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and will execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

**Section 14.5. Net Lease.** It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee will bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

**Section 14.6. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, will constitute or give rise to or impose upon Lessor a pecuniary liability.

**Section 14.7. Access to Premises.** Lessee agrees that Lessor or any agent or representative of Lessor has the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative has such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Facility in the event of failure by Lessee to perform its obligations hereunder.

**Section 14.8. Financial Statements.** Throughout the Lease Term, Lessee will deliver to Lessor, as soon as available, a copy of Lessee's annual audited statement of income and expense and Lessee's annual audited balance sheet.

**Section 14.9. Title to the Land.** Lessee covenants that the title to the Land is and will remain in Lessee, subject to the rights of Lessor hereunder and under the Site Lease.

**Section 14.10. Binding Effect.** This Lease will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

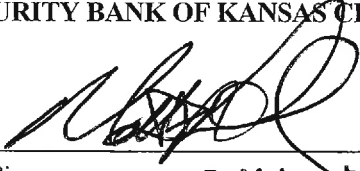
**Section 14.11. Execution; Electronic Transactions.** This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor

and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

SECURITY BANK OF KANSAS CITY

By:   
Name: Matthew D. McLaughlin  
Title: Senior Vice President LESSOR

CITY OF WESTWOOD, KANSAS

[SEAL]

By: \_\_\_\_\_  
Name: John M. Yé  
Title: Mayor LESSEE

ATTEST:

\_\_\_\_\_  
Name: Frederick L. Sherman  
Title: City Clerk



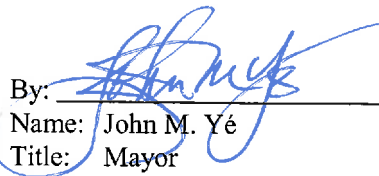
IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

SECURITY BANK OF KANSAS CITY


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
LESSOR

CITY OF WESTWOOD, KANSAS

[SEAL]

By:   
Name: John M. Yé  
Title: Mayor  
LESSEE

ATTEST:

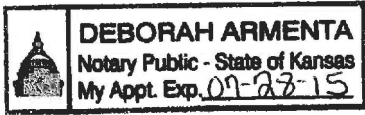
  
Name: Frederick L. Sherman  
Title: City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

On this \_\_\_\_ day of April, 2014, before me, the undersigned, a Notary Public, appeared Matthew D McLaughlin, who being before me duly sworn did say that he is a Senior Vice President of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Deborah Armenta  
Printed Name: DEBORAH ARMENTA  
Notary Public in and for said State  
Commissioned in Wyandotte County

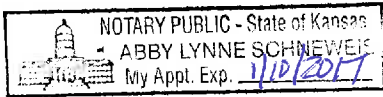
My commission expires: 07-28-15

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 8<sup>th</sup> day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Site Lease, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



*Abby Lynne Schneeweis*

Printed Name: Abby Schneeweis  
Notary Public in and for said State  
Commissioned in Johnson County

(SEAL)

My commission expires: January 10, 2017

**EXHIBIT A TO TAXABLE LEASE PURCHASE AGREEMENT****RENTAL PAYMENT SCHEDULE**

Commencement Date: April 9, 2014

Interest rate: 3.95%

<b><u>Rental Payment Date</u></b>	<b><u>Total Rental Payment</u></b>	<b><u>Principal Portion</u></b>	<b><u>Interest Portion</u></b>	<b><u>Purchase Price</u></b>
4/9/2014		--		\$425,000.00
8/1/2014	\$ 5,222.78	--	\$5,222.78	425,000.00
2/1/2015	8,393.75	--	8,393.75	425,000.00
8/1/2015	8,393.75	--	8,393.75	425,000.00
2/1/2016	8,393.75	--	8,393.75	425,000.00
8/1/2016	8,393.75	--	8,393.75	425,000.00
2/1/2017	433,393.75	\$425,000.00	8,393.75	\$0.00

**EXHIBIT B TO TAXABLE LEASE PURCHASE AGREEMENT****OTHER PROVISIONS**

**Facility:** The Facility consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities.

**Fiscal Year:** Lessee's Fiscal Year currently begins on January 1 of each year.

**Interest Rate:** The interest rate is 3.95% computed on the basis of a 360 day year of 12 30-day months.

**Title**

**Insurance:** The leasehold owner's policy of title insurance required under **Article VII** will be in the amount of \$425,000.

**Initial  
Purchase**

**Date:** The initial purchase date for purposes of **Section 10.1(a)** is August 1, 2014.

**Addresses:** The following addresses will be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: Security Bank of Kansas City  
701 Minnesota Avenue, Suite 206  
Kansas City, KS 66101  
Attention: Matt McLaughlin, Senior Vice President
- (b) If to Lessee: City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205  
Attention: City Clerk

## SCHEDULE 1 TO TAXABLE LEASE PURCHASE AGREEMENT

### DESCRIPTION OF THE LAND

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

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Electronic Recording 04/10/2014  
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Register of Deeds T20140017352  
JO CO KS BK:201404 PG:002905

(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Taxable Lease Purchase Agreement

Date of Document: April 01, 2014

Grantor(s): Security Bank of Kansas City

Grantee(s): City of Westwood, Kansas

Grantee(s) Mailing Address: 4700 Rainbow Boulevard, Westwood, KS 66205

Legal Description:

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

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Reference Book and Page(s):

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(Space above reserved for Recorder of Deeds certification)

PCT 01109-12974

Title of Document: Memorandum of Taxable Lease Purchase Agreement

Date of Document: April 01, 2014

Grantor(s): Security Bank of Kansas City

Grantee(s): City of Westwood, Kansas

Grantee(s) Mailing Address: 4700 Rainbow Boulevard, Westwood, KS 66205

Legal Description:

Tract I:

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Tract II:

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EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

Reference Book and Page(s):



**MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT**

**THIS MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT**, made and entered into as of April 1, 2014, by and between **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"), and the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"),

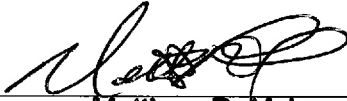
**WITNESSETH:**

The Bank has leased to the City and the City has leased from the Bank the Project described therein and set forth on **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on February 1, 2017, and the Bank has granted to the City an option to purchase the Project and portions thereof upon the terms and conditions set forth in the Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the Bank and the City.

The covenants, agreements and conditions contained in the Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Taxable Lease Purchase Agreement the day and year first above written.

**SECURITY BANK OF KANSAS CITY**

By:   
Name: Matthew D. McLaughlin  
Title: Senior Vice President

**CITY OF WESTWOOD, KANSAS**

[SEAL]

By: \_\_\_\_\_  
Name: John M. Yé  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Frederick L. Sherman

**MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT**

**THIS MEMORANDUM OF TAXABLE LEASE PURCHASE AGREEMENT**, made and entered into as of April 1, 2014, by and between **SECURITY BANK OF KANSAS CITY**, a national banking association (the "Bank"), and the **CITY OF WESTWOOD, KANSAS**, a city of the third class organized and existing under the laws of the State of Kansas (the "City"),

**WITNESSETH:**

The Bank has leased to the City and the City has leased from the Bank the Project described therein and set forth on **Schedule 1** for a basic term commencing as of April 9, 2014, and terminating on February 1, 2017, and the Bank has granted to the City an option to purchase the Project and portions thereof upon the terms and conditions set forth in the Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the Bank and the City.

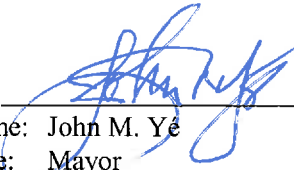
The covenants, agreements and conditions contained in the Lease shall run with the property leased and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Taxable Lease Purchase Agreement the day and year first above written.

**SECURITY BANK OF KANSAS CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF WESTWOOD, KANSAS**

By:  \_\_\_\_\_  
Name: John M. Ye  
Title: Mayor

[SEAL]

ATTEST:

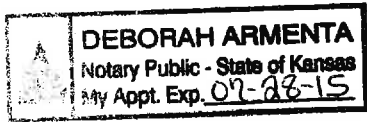
  
Name: Frederick L. Sherman

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

On this 7<sup>th</sup> day of April, 2014, before me, the undersigned, a Notary Public, appeared Matthew D. McLaughlin, who being before me duly sworn did say that he is a Senior Vice President of SECURITY BANK OF KANSAS CITY, a national banking association organized and existing under the laws of the United States of America, and that said instrument was signed and sealed on behalf of said association by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Deborah Armenta  
Printed Name: DEBORAH ARMENTA  
Notary Public in and for said State  
Commissioned in Wyandotte County

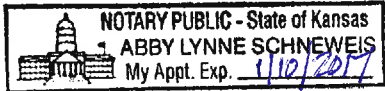
My commission expires: 07-28-15

ACKNOWLEDGMENT

STATE OF KANSAS )  
 ) SS.  
COUNTY OF JOHNSON )

On this 8th day of April, 2014, before me, the undersigned, a Notary Public, appeared John M. Yé, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



(SEAL)

Abby Lynne Schneweis  
Printed Name: Abby Lynne Schneweis  
Notary Public in and for said State  
Commissioned in Johnson County  
\*Abby Lynne Schneweis

My commission expires: January 10, 2017

**SCHEDULE 1****DESCRIPTION OF THE PROJECT**

The Project consists of a 79,665 square-foot building with unfinished basement area formerly used as a church and assembly/meeting place located on 1.83 acres at 5050 Rainbow Boulevard, Westwood, Kansas 66205, together with any related improvements, fixtures, equipment, furnishings and related support facilities, located on the following described land:

**Tract I:**

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

**Tract II:**

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

**Tract III:**

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes:

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

3

**CITY'S PAYMENT INSTRUCTIONS  
AND ACCEPTANCE CERTIFICATE**

Security Bank of Kansas City  
701 Minnesota Avenue, Suite 206  
Kansas City, KS 66101  
Attention: Matt McLaughlin

Re: Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between Security Bank of Kansas City, as lessor (the "Bank"), and the City of Westwood, Kansas, as lessee (the "City")

Ladies and Gentlemen:

In accordance with the provisions set forth in the above-referenced Lease, the City hereby certifies and represents to, and agrees with, the Bank, as follows:

(1) The Bank is hereby instructed and directed to disburse or cause to be disbursed the proceeds of the Lease as follows:

<u>Payee</u>	<u>Amount</u>	<u>Description</u>
Stewart Title Company, as escrow agent (See attached wire transfer instructions.)	\$425,000	Acquisition of the Project (as defined in the Lease)

(2) The Project (as defined in the Lease) has been acquired and accepted on the date hereof.

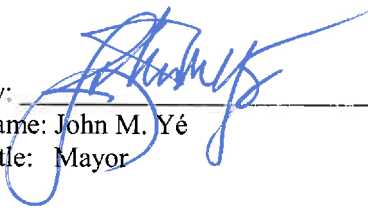
(3) The City has conducted such inspection and/or testing of the Project as it deems necessary and appropriate and hereby acknowledges that it accepts the Project for all purposes.

(4) The City is currently maintaining the insurance coverage required by **Section 7.1** of the Lease.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Dated: April 9, 2014.

**CITY OF WESTWOOD, KANSAS**

By:   
Name: John M. Yé  
Title: Mayor

**Wiring Instructions:**

**Stewart Title Company dba Platte County Title & Abstract Company**

**Closing location: 2000 Kentucky Avenue, Suite B, Platte City, MO 64079,  
816-988-9400**

**Bank Name: Platte Valley Bank of Missouri**

**Bank Address: 2400 Prairie View Road, Platte City, MO 64079**

**ABA # 101217886**

**Account Name: Stewart Title Company Escrow Account**

**Account Number: 1112753**

**Reference our file number:**

**Reference Buyer/Borrower Name:**

**Reference Seller Name:**



4/9/2014 11:44:46 AM

OMB Approval No. 2502-0285



**A. Settlement Statement (HUD-1)**

<b>B. Type of Loan</b>		6. File Number: 01109-12974		7. Loan Number:		8. Mortgage Insurance Case Number:		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.						
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other						
<b>C. Note:</b> This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.								
<b>D. Name &amp; Address of Borrower:</b> City of Westwood, Kansas, a Kansas municipal corporation, 4700 Rainbow Boulevard, Westwood, KS 66205								
<b>E. Name &amp; Address of Seller:</b> The Christian Church (Disciples of Christ) of Greater Kansas City, Inc., a Missouri religious corporation, 5050 Rainbow Blvd., Westwood, KS 66205								
<b>F. Name &amp; Address of Lender:</b>								
<b>G. Property Location:</b> 6050 Rainbow Blvd. Westwood, Kansas 66205  Lots 12 - 14, Klassen Place Trl Beg NE Cor Lot 12 S To Pt 16.87, Book 12, Page 50, Johnson County, Kansas								
<b>H. Settlement Agent:</b> Stawart Title Company, 100 NW Englewood, Gladstone, MO 64118, (816) 988-9494 <b>Place of Settlement:</b> 100 NW Englewood, Gladstone, MO 64118								
<b>I. Settlement Date:</b> 4/9/2014		<b>Proration Date:</b> 4/9/2014		<b>Disbursement Date:</b> 4/9/2014				
<b>Summary of Borrower's Transaction</b>				<b>Summary of Seller's Transaction</b>				
<b>100. Gross Amount Due from Borrower</b>				<b>400. Gross Amount Due to Seller</b>				
101. Contract sales price		\$400,000.00	401. Contract sales price		\$400,000.00			
102. Personal property			402. Personal property					
103. Settlement charges to borrower (line 1400)		\$13,440.00	403.					
104.			404.					
105.			405.					
<b>Adjustments for items paid by seller in advance</b>				<b>Adjustments for items paid by seller in advance</b>				
106. City/town taxes			406. City/town taxes					
107. County taxes			407. County taxes					
108. Assessments			408. Assessments					
109.			409.					
110.			410.					
111.			411.					
112.			412.					
<b>120. Gross Amount Due from Borrower</b>		<b>\$413,440.00</b>	<b>420. Gross Amount Due to Seller</b>		<b>\$400,000.00</b>			
<b>200. Amounts Paid by or for Borrower</b>				<b>500. Reductions in Amount Due to Seller</b>				
201. Deposit or earnest money		\$2,000.00	501. Excess deposit (see instructions)					
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400)		\$31,093.00			
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to					
204.			504. Payoff of first mortgage loan					
205.			505. Payoff of second mortgage loan					
206.			506.					
207.			507.					
208.			508.					
209. Owners Policy Credit			509. Owners Policy Credit					
<b>Adjustments for items unpaid by seller</b>				<b>Adjustments for items unpaid by seller</b>				
210. City/town taxes			510. City/town taxes					
211. County taxes			511. County taxes					
212. Assessments			512. Assessments					
213.			513.					
214.			514.					
215.			515.					
216.			516.					
217.			517.					
218.			518.					
219.			519.					
<b>220. Total Paid by for Borrower</b>		<b>\$2,000.00</b>	<b>520. Total Reduction Amount Due Seller</b>		<b>\$31,093.00</b>			
<b>300. Cash at Settlement from Borrower</b>				<b>600. Cash at Settlement from Seller</b>				
301. Gross amount due from borrower (line 120)		\$413,440.00	601. Gross amount due to seller (line 420)		\$400,000.00			
302. Less amounts paid by for borrower (line 220)		(\$2,000.00)	602. Less reductions in amount due seller (line 520)		(\$31,093.00)			
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower		\$411,440.00	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		\$368,907.00			

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION

Neil Brent Engle  
Moderator

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Previous editions are obsolete

Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700.	Total Real Estate Broker Fees based on price \$400,000.00 @ 6.000000% = \$24,000.00 Division of commission (line 700) as follows:		
701.	\$24,000.00 to Holland Realty Services		
702.	to <<Selling Agent>>		
703.	Commission paid at settlement \$24,000.00		
704.			\$24,000.00
<b>800: Items Payable in Connection with Loan</b>			
801.	Our origination charge (from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803.	Your adjusted origination charges (from GFE #A)		
804.	Appraisal fee (from GFE #3)		
805.	Credit report (from GFE #3)		
806.	Tax service (from GFE #3)		
807.	Flood certification (from GFE #3)		
808.	Underwriting Fee		
<b>900: Items Required by Lender to Be Paid in Advance</b>			
901.	Daily interest charges from (from GFE #10)		
902.	Mortgage insurance premium for (from GFE #3)		
903.	Homeowner's insurance for (from GFE #11)		
904.			
905.			
<b>1000: Reserves Deposited with Lender</b>			
1001.	Initial deposit for your escrow account (from GFE #9)		
1002.	Homeowner's insurance		
1003.	Mortgage insurance		
1004.	City property taxes		
1005.	County property taxes		
1006.			
1007.			
1008.			
1009.	Aggregate Adjustment		
<b>1100: Title Charges</b>			
1101.	Title services and lender's title insurance (from GFE #4)		
1102.	Settlement or closing fee to Stewart Title Company	\$350.00	\$200.00
1103.	Owner's title insurance to Stewart Title Company (from GFE #5)		\$740.00
1104.	Lender's title insurance to Stewart Title Company		
1105.	Lender's title policy limit		
1106.	Owner's title policy limit \$400,000.00		
1107.	Agent's portion of the total title insurance premium to Stewart Title Company \$654.90		
1108.	Underwriter's portion of the total title insurance premium to Stewart Title Guaranty Company \$85.10		
1109.			
1110.	Leasehold Policy - 01108-19564 for \$425,000.00 to Stewart Title Company	\$756.00	
1111.			
1112.			
1113.	Closing Protection Fee		
1114.	E-recording Fee to Stewart Title Company	\$12.00	\$8.00
1115.	Delivery Fee		
1116.	Wire Fee		
1117.	Search Fee		
<b>1200: Government Recording and Transfer Charges</b>			
1201.	Government recording charges (from GFE #7)	\$100.00	
1202.	Deed Mortgage Releases 3 WD, 2 Leases \$100.00		\$50.00
1203.	Transfer taxes (from GFE #8)		
1204.	City/County tax/stamps		
1205.	State tax/stamps		
1206.			
<b>1300: Additional Settlement Charges</b>			
1301.	Required services that you can shop for (from GFE #6)		
1302.	Inspection to Kansas City Testing & Engr., LLC	\$3,723.00	
1303.	Legal services to Gilmore & Bell	\$6,500.00	
1304.	Professional services to REEF Solutions First	\$2,000.00	
1305.	Escrow for taxes to Clark Kimbrell Trust Account		\$6,095.00
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$13,440.00	\$31,093.00

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

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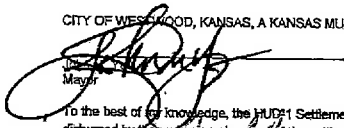
File Number: 01109-12974

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

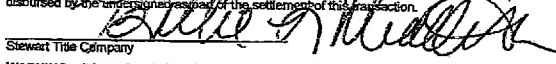
CITY OF WEST WOOD, KANSAS, A KANSAS MUNICIPAL CORPORATION

THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Neil Brent Engle  
Moderator

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

 4-9-2014  
\_\_\_\_\_  
Date

Stewart Title Company

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18, U.S. Code Section 1001 and Section 1010.

Item A. Section X, Item

**CERTIFICATION:**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

CITY OF WESTWOOD, KANSAS, A KANSAS MUNICIPAL CORPORATION

\_\_\_\_\_  
John M. Ye  
Mayor

THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., A MISSOURI RELIGIOUS CORPORATION

\_\_\_\_\_  
Neil Brent Engle  
Moderator

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

\_\_\_\_\_  
Stewart Title Company

\_\_\_\_\_  
Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

4

**CITY'S CLOSING CERTIFICATE**

**RELATING TO**

**\$425,000  
TAXABLE LEASE PURCHASE AGREEMENT  
DATED AS OF APRIL 1, 2014, BETWEEN  
SECURITY BANK OF KANSAS CITY, AS LESSOR  
AND THE  
CITY OF WESTWOOD, KANSAS, AS LESSEE**

We, John M. Yé and Frederick L. Sherman, Mayor and City Clerk, respectively, duly appointed, qualified and acting as such, of the City of Westwood, Kansas (the "City"), do hereby certify as follows:

*Capitalized terms used herein and not otherwise defined will be as defined in that certain Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the City, as lessee, and Security Bank of Kansas City, as lessor (the "Bank").*

1. The documents listed on the closing list included in this transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the City of the Lease.

2. Attached hereto as **Exhibit A** is a true and correct copy of an excerpt of minutes of the meeting of the governing body of the City held on March 13, 2014, at which meeting a quorum was present and acting throughout, and said excerpt of minutes remains in full force and effect. The meeting was held at a place convenient and reasonably accessible to the public and at a time reasonably convenient to the public and was otherwise held in accordance with the procedural requirements of the City and applicable law. Every reasonable effort was made to grant special access to the meeting to handicapped or disabled individuals. Notice of the meeting was given at the times and in the manner provided by applicable law. A copy of the notice of meeting is attached hereto as a part of **Exhibit A**.

3. Attached hereto as **Exhibit B** is a full, true and correct copy of an ordinance (the "Ordinance") passed by the governing body of the City on March 13, 2014, authorizing the hereinafter referred to Lease Documents at said meeting. The Ordinance has not been amended or rescinded and is in full force and effect, and the City's governing body has, and at the time of the adoption of the Ordinance had, full power and lawful authority to adopt the Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same. The Ordinance is the only official action taken by the governing body of the City that is presently in effect relating to the transaction contemplated by the Lease.

4. The following documents (the "Lease Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

- (a) Lease; and
- (b) Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee.

The copies of the Lease Documents contained in the transcript of proceedings are true, complete and correct copies or counterparts thereof as authorized, executed and delivered by the City, and are in substantially the

same forms submitted to and approved by the governing body of the City at the meeting described in paragraph 2 of this certificate with only such changes therein as have been approved by the officer of the City executing the same; and the Lease Documents have not been amended, modified or rescinded in any manner and are in full force and effect on the date hereof:

5. The City has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Lease Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated thereby.

6. There is no controversy, suit or proceeding of any kind pending or, to the knowledge of the City, threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the legality of any official act shown to have been done regarding the execution and delivery of the Lease Documents or the constitutionality or validity of the obligation represented thereby or the means provided for the Rental Payments under the Lease.

7. The representations and warranties of the City contained in the Lease Documents are true and correct on and as of the date hereof with the same effect as if made on the date hereof. All such representations and warranties, as well as those made herein will be deemed to be for the benefit of the Bank and the attorneys providing legal opinions in connection with the Lease. The City has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

8. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under the Lease Documents.

9. To the City's knowledge, the City's execution and delivery of the Lease Documents and the performance of the terms thereof by the City will not violate any provision of law, or any ordinance or resolution of the City, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it or its properties are bound.

[The remainder of this page left blank intentionally.]

10. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the Lease Documents and the performance of the terms thereof by the City have been duly obtained.

DATED: April 9, 2014.

CITY OF WESTWOOD, KANSAS

By  \_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

By:  \_\_\_\_\_  
City Clerk



**EXHIBIT A**  
**EXCERPT OF MINUTES OF MEETING;**  
**NOTICE OF MEETING**

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
CITY OF WESTWOOD, KANSAS  
HELD ON MARCH 13, 2014**

The governing body met in regular session at the usual meeting place in the City of Westwood, Kansas, at 7:00 p.m., the following members being present and participating, to-wit:

Mayor Yé, Jones, Savage, Kordalski, Stubbers and Day.

Absent: None

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, City Attorney presented and recommended approval of Ordinance 946 and Councilperson Jones presented and moved for adoption of an Ordinance 946 entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF WESTWOOD, KANSAS TO ACQUIRE REAL PROPERTY AND TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND MAINTAINING CERTAIN PROPERTY FOR THE CITY OF WESTWOOD, KANSAS; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

Councilperson Savage seconded the motion for adoption of the Ordinance. Thereupon, the Ordinance 946 was read and the question being put to a roll call vote, the vote thereon was as follows:

Aye: Jones, Savage, Kordalski, Stubbers and Day.

Nay: None

Thereupon, City Attorney presented and recommended approval of Ordinance 947 and Councilperson Stubbers presented and moved for adoption of an Ordinance 947 entitled:

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION TAX INCREMENT REVENUE BONDS (WOODSIDE VILLAGE TIF PROJECT), SERIES 2014 IN THE MAXIMUM PRINCIPAL AMOUNT OF \$4,900,000 OF THE CITY OF WESTWOOD, KANSAS, FOR THE PURPOSE OF PAYING CERTAIN REDEVELOPMENT PROJECT COSTS IN CONNECTION WITH THE REDEVELOPMENT PLAN; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.**

Councilperson Day seconded the motion for adoption of the Ordinance. Thereupon, the Ordinance 947 was read and the question being put to a roll call vote, the vote thereon was as follows:

Aye: Jones, Savage, Kordalski, Stubbers and Day.

Nay: None

\*\*\*\*\*

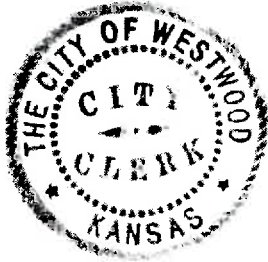
(Other Proceedings)

\*\*\*\*\*

**CERTIFICATE**

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Westwood, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)



Frederick L. Sherman, City Clerk



**CITY OF WESTWOOD**  
**City Council Meeting**  
**4700 Rainbow Boulevard**  
**Westwood, Kansas 66205**  
**March 13, 2014 - 7:00 p.m.**

**Agenda**

- I. Call to Order – Mayor John Yé
- II. Approval of Meeting Minutes
  - A. February 13, 2014 City Council Meeting
- III. City Treasurer’s Report – Charles Mills
  - A. Approval of Financial Statement – February 2014
  - B. Appropriation Ordinance #639
  - C. Encumbrances
  - D. Westwood Foundation Financial Statements – Feb 2014
- IV. Comment on Non-Agenda Items
- V. City Attorney Report – City Attorney Ryan Denk
  - A. Consider approval of an ordinance for the financing and acquisition of the property located at 5050 Rainbow Blvd.
    - Site Lease
    - Taxable Lease Purchase Agreement
  - B. Consider approval of an ordinance for TIF and CID Bonds for Woodside Village project.
    - Bond Trust Indenture
- VI. Administrative
  - A. City of Westwood Insurance Renewal
  - B. FY 2014 Message Therapy Establishment & Therapist renewals
  - C. Appeal of Westwood’s stormwater utility fee calculation:
    - 2900 W. 51<sup>st</sup> Ter
    - 2106 W. 48<sup>th</sup> Street
    - 3009 W. 51<sup>st</sup> Street

VII. Police/Court Report – Chief Greg O'Halloran

VIII. Public Works Report – Public Works Director John Sullivan

- A. 2015 – 2019 County Assistance Road System Program (CARS) within the City of Westwood.

IX. Administration Report – City Clerk Fred Sherman

X. Committee Reports

- A. Administration & Compensation Committee Report - Councilmember Matt Jones
- B. Business & Community Affairs Committee Report – Cami Savage
- C. Public Safety Committee Report – Councilmember Paul Day
- D. Public Works Committee Report – Councilmember Joe Kordalski
- E. Parks & Recreation Committee Report – Councilmember Steve Stubbers
- F. Mayor's Report – Mayor John Yé

XI. Adjournment

**EXHIBIT B**  
**ORDINANCE**

**ORDINANCE NO. 946****AN ORDINANCE AUTHORIZING THE CITY OF WESTWOOD, KANSAS TO ACQUIRE REAL PROPERTY AND TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND MAINTAINING CERTAIN PROPERTY FOR THE CITY OF WESTWOOD, KANSAS; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Westwood, Kansas (the “City”), is a municipal corporation and political subdivision duly organized and validly existing under the laws of the State of Kansas as a city of the third class; and

**WHEREAS**, under the constitution and statutes of the State of Kansas the City is empowered to acquire real property;

**WHEREAS**, under the constitution and statutes of the State of Kansas, particularly Article 12, §5 of the Kansas Constitution and K.S.A. 12-101, the City is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

**WHEREAS**, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 *et seq.* (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source; and

**WHEREAS**, the City has entered into a contract to purchase certain property located at 5050 Rainbow Boulevard (the “Project”) in the City to further its governmental and public purpose of economic development as contemplated by law, but does not have sufficient moneys on hand legally available to purchase and maintain the Project for its use; and

**WHEREAS**, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Execute all documentation necessary to acquire the real property commonly referred to as 5050 Rainbow, Blvd., Westwood, Kansas.
2. Enter into a Site Lease (the “Site Lease”) with Security Bank of Kansas City, as lessee (the “Bank”), pursuant to which the City will lease the Project to the Bank on the terms and conditions set forth therein, a form of which has been submitted to the governing body for review;
3. Enter into an annually renewable Taxable Lease Purchase Agreement (the “Lease”) with the Bank, pursuant to which the City will lease the Project on a year-

to-year basis from the Bank with an option to purchase the Bank's interest in the Project, a form of which has been submitted to the governing body for review;

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

**Section 1. Authorization to Acquire Real Property.** The Mayor is hereby authorized to execute any documentation necessary to acquire the real property commonly known as 5050 Rainbow Blvd., Westwood, Kansas.

**Section 2. Authorization and Approval of the Site Lease, Lease and Purchase Documents.** The Site Lease and Lease are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor's execution of the Site Lease and Lease to be conclusive evidence of such approval. The obligation of the City to pay Rental Payments (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.

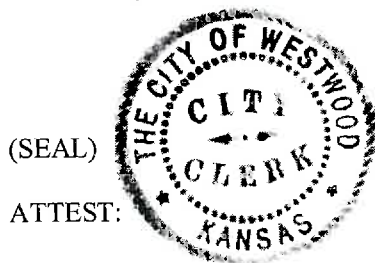
The Mayor is hereby authorized and directed to execute and deliver the Site Lease, Lease and any documents in connection with the purchase of the Project on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Site Lease, Lease and any documents in connection with the purchase of the Project and attest said seal.

**Section 3. Further Authority.** The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Site Lease, Lease and the purchase of the Project.

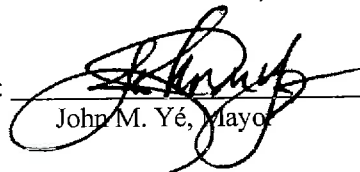
**Section 4. Governing Law.** This Ordinance, the Site Lease and the Lease shall be governed by and construed in accordance with the applicable laws of the State.

**Section 5. 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.

**PASSED** by the governing body of the City on March 13, 2014, and **APPROVED AND SIGNED** by the Mayor.



**CITY OF WESTWOOD, KANSAS**

By:   
John M. Yé, Mayor



By: FLS  
Frederick L. Sherman, City Clerk

APPROVED AS TO FORM ONLY:

By: [Signature]  
Ryan Denk, City Attorney

5

**BANK'S CLOSING CERTIFICATE**

**RELATING TO**

**\$425,000**

**TAXABLE LEASE PURCHASE AGREEMENT  
DATED AS OF APRIL 1, 2014, BETWEEN  
SECURITY BANK OF KANSAS CITY, AS LESSOR  
AND THE  
CITY OF WESTWOOD, KANSAS, AS LESSEE**

The undersigned, duly authorized officer of Security Bank of Kansas City (the "Bank"), does hereby certify on behalf of the Bank as follows:

*Capitalized terms used herein and not otherwise defined will be as defined in that certain Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between the City of Westwood, Kansas, as lessee (the "City"), and the Bank, as lessor.*

1. The Bank is a national banking association duly organized under the laws of the United States of America and has full power and authority to enter into the following documents (the "Bank Documents"):

- (a) Lease; and
- (b) Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee.

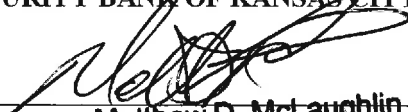
2. The duties and obligations of the Bank under the Bank Documents and the compliance with the provisions thereof will not conflict with or constitute a breach of or default under any laws, administrative regulations, consent decree or any agreement or other instrument to which the Bank is subject.

3. The person who executed and delivered the Bank Documents on behalf of the Bank was at that time and still is at the date hereof the duly elected or appointed, qualified and acting officer or signatory of the Bank holding the office set forth under his signature and was and still is at the date hereof authorized to perform said act.

4. The Bank has entered into the Bank Documents for its own account and not as an underwriter or an intermediary.

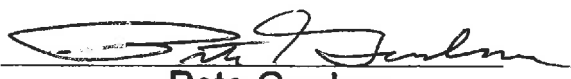
**DATED:** April 9, 2014.

**SECURITY BANK OF KANSAS CITY**

By   
 Name: Matthew D. McLaughlin  
 Title: Senior Vice President

[SEAL]

ATTEST:

By:   
 Name: Pete Gardner  
 Title: Vice President

6



# CERTIFICATE OF LIABILITY INSURANCE

Item A, Section X, Item  
 DATE (MM/DD/YYYY)  
 04/09/2014

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 BOULEVARD INSURANCE, LLC 7501 COLLEGE BLVD., STE 115 OVERLAND PARK KS 66210	CONTACT NAME: Geoff Gobble / David Mathys
	PHONE (A/C, No., Ext): (913) 451-8898 FAX (A/C, No.): (913) 451-8899 E-MAIL ADDRESS: dave@boulevardins.com
INSURED CITY OF WESTWOOD, KANSAS 4700 Rainbow Boulevard Westwood KS 66205-	INSURER(S) AFFORDING COVERAGE
	INSURER A: Employers Mutual Co
	INSURER B: KMIT-KS Municipal Ins Trust
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 01 REVISION NUMBER: 01

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4D95955-15	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4D95955-15	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		4D95955-15	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	112WES	01/01/2014	12/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	SCHEDULED NEW EQUIPMENT		4D95955-15	04/01/2014	04/01/2015	NEW LEASED ITEMS 60,729

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Security Bank of Kansas City is listed as additional insured and loss payee as their interests may appear with regards to: 5050 Rainbow Blvd., Westwood, KS.

CERTIFICATE HOLDER	CANCELLATION	At 104089
Security Bank of Kansas City 701 Minnesota Ave., Ste 206 Kansas City KS 66101-	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	



Item A, Section X, Item

# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/09/2014

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

**If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.**

<b>PRODUCER</b>  BOULEVARD INSURANCE, LLC 7501 COLLEGE BLVD., STE 115 OVERLAND PARK KS 66210	<b>CONTACT NAME:</b> Geoff Gobble / David Mathys <b>PHONE (A/C, No, Ext):</b> (913) 451-8898 <b>FAX (A/C, No):</b> (913) 451-8899 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID:</b> 676
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  CITY OF WESTWOOD, KANSAS 4700 Rainbow Boulevard Westwood KS 66205 (913)362-1550	<b>INSURER A:</b> Employers Mutual Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

5050 Rainbow Blvd., Westwood, KS 66205

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	4A95955-15	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> BUILDING	\$ 1,305,000
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
		<input type="checkbox"/> BASIC				BUSINESS INCOME	\$
		<input type="checkbox"/> BROAD	5,000			EXTRA EXPENSE	\$
		<input checked="" type="checkbox"/> SPECIAL				RENTAL VALUE	\$
		<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
		<input type="checkbox"/> WIND				BLANKET PERS PROP	\$
		<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	\$
							\$
							\$
		INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS					\$
		<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$
							\$
		CRIME					\$
		TYPE OF POLICY					\$
							\$
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$

**SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Security Bank of Kansas City is listed as loss payee as their interests may appear with regards to: 5050 Rainbow Blvd., Westwood, KS.

**CERTIFICATE HOLDER****CANCELLATION**

AI 104089

Security Bank of Kansas City 701 Minnesota Ave., Ste 206 Kansas City KS 66101-	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
--	---

Fax: ( ) -

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7

CERTIFIED COPY OF ORIGINAL  
*[Signature]*  
PLATTE COUNTY TITLE

20140410-0002898  
Electronic Recording 04/10/2014  
Pages: 3 F: \$16.00 01:05:16 PM  
Register of Deeds T20140017352  
JO CO KS BK:201404 PG:002898

PCT 01109-12974 CORPORATION WARRANTY DEED

Dated this 9<sup>th</sup> day of April, 2014

**FROM:**  
**THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)**  
**OF GREATER KANSAS CITY, INC.**  
7600 W. 75<sup>th</sup> Street  
Overland Park, KS 66204  
**GRANTOR**

**TO:**  
**CITY OF WESTWOOD, KANSAS**  
4700 Rainbow Boulevard  
Westwood, KS 66205  
**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in  
Johnson County, Kansas



PLT 01109-12974 CORPORATION WARRANTY DEED

Dated this 9<sup>th</sup> day of April, 2014

**FROM:**  
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4700 Rainbow Boulevard  
Westwood, KS 66205

**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in  
Johnson County, Kansas

**CORPORATION WARRANTY DEED**

**THIS INDENTURE**, made on this 9<sup>th</sup> day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.

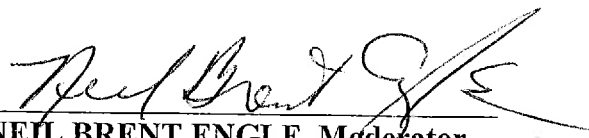
(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas

**TO HAVE AND TO HOLD** The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said GRANTEE and its heirs and assigns forever; said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by or those under whom it claims and that it will warrant and defend the title to said premises unto said GRANTEE and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.

  
**NEIL BRENT ENGLE, Moderator**

**ACKNOWLEDGEMENT**

STATE OF Missouri,  
COUNTY OF Platte ) SS

NOW ON THIS this 9th day of April, 2014, **NEIL BRENT ENGLE** personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.

Billie L. Middleton  
Notary Public

My Commission Expires:

BILLIE L. MIDDLETON  
NOTARY PUBLIC NOTARY SEAL  
STATE OF MISSOURI  
CLAY COUNTY  
MY APPOINTMENT EXPIRES MAR 17, 2017  
COMMISSION # 13545545

20140410-0002900		
Electronic Recording		04/10/2014
Pages: 3	F: \$16.00	01:05:16 PM
Register of Deeds		120140017352
JO CO KS	BK:201404	PG:002900

CERTIFIED COPY OF ORIGINAL  
  
 PLATTE COUNTY TITLE

PCT 01109-10974

**CORPORATION WARRANTY DEED**

Dated this 9th day of April, 2014

**FROM:**

**THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)  
OF GREATER KANSAS CITY, INC.**

7600 W. 75<sup>th</sup> Street  
Overland Park, KS 66204

**GRANTOR**

**TO:**

**CITY OF WESTWOOD, KANSAS**

4700 Rainbow Boulevard  
Westwood, KS 66205

**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

PCT 01109-12974

**CORPORATION WARRANTY DEED**

Dated this 9<sup>th</sup> day of April, 2014

**FROM:  
THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)  
OF GREATER KANSAS CITY, INC.**

7600 W. 75<sup>th</sup> Street  
Overland Park, KS 66204

**GRANTOR**

**TO:  
CITY OF WESTWOOD, KANSAS**

4700 Rainbow Boulevard  
Westwood, KS 66205

**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

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**CORPORATION WARRANTY DEED**

**THIS INDENTURE**, made on this 9th day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.


(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

**TO HAVE AND TO HOLD** The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said GRANTEE and its heirs and assigns forever; said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by or those under whom it claims and that it will warrant and defend the title to said premises unto said GRANTEE and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

**IN WITNESS WHEREOF**, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.

  
**NEIL BRENT ENGLE, Moderator**

**ACKNOWLEDGEMENT**

STATE OF Missouri  
COUNTY OF Platte ) SS

NOW ON THIS this 9<sup>th</sup> day of April, 2014, **NEIL BRENT ENGLE** personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.



Notary Public

My Commission Expires:

BILLIE L. MIDDLETON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CLAY COUNTY  
MY APPOINTMENT EXPIRES MAR 17, 2017  
COMMISSION # 13545845

CERTIFIED COPY  
PLATE COUNTY, KS

20140410-0002902  
Electronic Recording 04/10/2014  
Pages: 3 F: \$16.00 01:05:16 PM  
Register of Deeds T20140017352  
JO CO KS BK:201404 PG:002902

Pct 01109-12974

**CORPORATION WARRANTY DEED**

Dated this 9th day of April, 2014

**FROM:**  
**THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)**  
**OF GREATER KANSAS CITY, INC.**  
7600 W. 75<sup>th</sup> Street  
Overland Park, KS 66204  
**GRANTOR**

**TO:**  
**CITY OF WESTWOOD, KANSAS**  
4700 Rainbow Boulevard  
Westwood, KS 66205  
**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes; EXCEPT all that part of the East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.



PLT 01109-12174

**CORPORATION WARRANTY DEED**

Dated this 9<sup>th</sup> day of April, 2014

**FROM:**  
**THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)**  
**OF GREATER KANSAS CITY, INC.**

7600 W. 75<sup>th</sup> Street  
Overland Park, KS 66204

**GRANTOR**

**TO:**  
**CITY OF WESTWOOD, KANSAS**

4700 Rainbow Boulevard  
Westwood, KS 66205

**GRANTEE**

Please return to:  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, KS 66205

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes; EXCEPT all that part of the East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

### CORPORATION WARRANTY DEED

**THIS INDENTURE**, made on this 9<sup>th</sup> day of April, 2014, by and between THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., a Missouri Religious Corporation, GRANTOR, and the CITY OF WESTWOOD, KANSAS, a Kansas Municipal Corporation, GRANTEE.

(The mailing address of the first named Grantee is 4700 Rainbow Boulevard, Westwood, KS 66205)

WITNESSETH, that THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC., in consideration of the sum of Ten (\$10.00) Dollar and other valuable consideration, in hand paid by CITY OF WESTWOOD, KANSAS, the receipt of which is hereby acknowledged, does by these PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, unto CITY OF WESTWOOD, KANSAS and its successors, heirs and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Johnson, State of Kansas, to wit:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes; EXCEPT all that part of the East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

**TO HAVE AND TO HOLD** The premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto said GRANTEE and its heirs and assigns forever; said GRANTOR hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by or those under whom it claims and that it will warrant and defend the title to said premises unto said GRANTEE and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC. has, through its Chairman and Moderator, set its hand and seal on the day, month and year above written.

*Neil Brent Engle*  
NEIL BRENT ENGLE, Moderator

**ACKNOWLEDGEMENT**

STATE OF Missouri  
COUNTY OF Platte ) SS

NOW ON THIS this 9th day of April, 2014, NEIL BRENT ENGLE personally appeared before me, the Undersigned Notary Public, and after being first duly sworn, stated that he is the current Chairman and Moderator of THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST) OF GREATER KANSAS CITY, INC, and that he has been duly authorized to sign, execute and transfer the property above described and that he willingly has signed this document of his own free will and are under no undue influence or duress.

Sworn and subscribed to by me on the day, month and year last above written.

*Billie L. Middleton*  
Notary Public

My Commission Expires: March 17, 2017

BILLIE L. MIDDLETON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CLAY COUNTY  
MY APPOINTMENT EXPIRES MAR 17, 2017  
COMMISSION # 13545845

~~BILLIE L. MIDDLETON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
CLAY COUNTY  
MY APPOINTMENT EXPIRES MAR 17, 2017  
COMMISSION # 13545845~~

8



816-221-1500 MAIN  
816-221-1018 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS  
WICHITA  
OMAHA | LINCOLN

## INSTRUCTION LETTER

April 9, 2014

### VIA FEDERAL EXPRESS

Stewart Title Guaranty Company  
c/o Stewart Title Midwest – Platte County Title  
2000 Kentucky Avenue, Suite B  
Platte City, Missouri 64079  
Attention: Billie Middleton

Re: City of Westwood, Kansas (Pro Forma Owner's Policy of Title Insurance, File No. 01109-19564)

Ladies and Gentlemen:

We hereby advise and instruct you as follows:

1. Enclosed are the following items:
  - (a) Memorandum of Site Lease dated as of April 1, 2014, between the City of Westwood, Kansas (the "City"), as site lessor, and Security Bank of Kansas City (the "Bank"), as site lessee; and
  - (b) Memorandum of Taxable Lease Purchase Agreement dated as of April 1, 2014, between the Bank, as lessor, and the City, as lessee;

(The documents listed in subparagraphs (a) and (b) above are referred to herein as the "Recording Documents.") Also enclosed are signed copies of the Site Lease and the Taxable Lease Purchase Agreement.

2. The Recording Documents are being delivered to you in escrow, and you are instructed not to release, deliver or record them until all of the following conditions have been satisfied:

- (a) The Special Warranty Deed from the Christian Church Disciples of Christ of Greater Kansas City, Inc. to the City has been recorded.

-2-

- (b) You are ready to duly record the Recording Documents in the proper records of Johnson County, Kansas; and said documents are such that the register of deeds will accept and duly record them without any requirement for recording.
- (c) You are ready and irrevocably committed to issue and deliver, upon the recording described in paragraph 3 below a leasehold owner's policy of title insurance in the amount of \$425,000 insuring the leasehold title under the Site Lease in the real estate described in the Commitment, effective as of the time of recording, naming the Bank as insured in the form set forth as the Pro Forma Owner's Policy of Title Insurance attached hereto as **Exhibit A** (the "Title Policy").

3. When all of the conditions set forth in paragraph 2 have been satisfied, you are authorized and instructed to proceed as follows:

- (a) Record the Recording Documents, in the order listed above, in the proper records of Johnson County, Kansas.
- (b) Immediately confirm the completion of the recording to the undersigned by telephone at (816) 221-1000, advising the undersigned of all recording information then available.

Your proceeding upon such confirmation to record the Recording Documents shall be deemed evidence of your binding commitment to issue the Title Policy conforming to the requirements of subparagraph 2(b).

4. If for any reason you are unable to fulfill the terms of paragraph 3 by 4:00 p.m. on April 9, 2014, you are instructed to contact the undersigned by telephone at (816) 221-1000 and so advise the undersigned. Thereafter, you shall take no action until you have received further instruction from the undersigned.

5. Upon fulfilling the terms of paragraph 3, you shall deliver the Title Policy and the Recorded Documents to the undersigned at the following address:

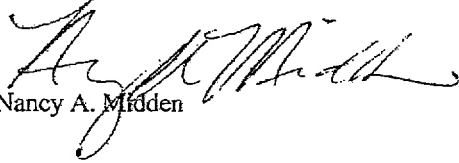
Nancy Midden  
Gilmore & Bell, P.C.  
2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108

All recording fees are to be paid by the City upon your presentation to the City of an itemized statement.

-3-

Please sign the attached Acceptance and return it to me via telecopier at (816) 221-1018.

Very truly yours,

  
Nancy A. Midden


NAM/jkj  
Enclosures

**ACCEPTANCE**

The undersigned hereby acknowledges and agrees to the terms of the foregoing letter of instructions.

**STEWART TITLE GUARANTY COMPANY**

**By: Stewart Title Midwest – Platte County Title**

By   
Authorized Signatory

**EXHIBIT A**

Exhibit A to Letter of Instructions dated April 9, 2014, from Gilmore & Bell, P.C.,  
to Stewart Title Guaranty Company, c/o Stewart Title Midwest – Platte County  
Title

[See attached Pro Forma Owner's Policy of Title Insurance.]



If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**PROFORMA OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**


SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company

  
**Matt Morris**  
President and CEO

Stewart Title Company  
700 Northeast R. D. Mize Road, Suite  
200  
Blue Springs, MO 64014  
(816) 988-9200  
Agent ID:



  
**Denise Carraux**  
Secretary

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are preformed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

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File No. 01109-19564  
Page 1 of Policy Serial No.: PROFORMA

**COVERED RISKS (Continued)**

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely; or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**CONDITIONS****1. DEFINITION OF TERMS**

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## CONDITIONS (Continued)

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.





## CONDITIONS (Continued)

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.



This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

## SCHEDULE A

**Name and Address of  
Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 01109-19564

**Policy No.:** PROFORMA

**Address Reference:** 5050 Rainbow Blvd., Westwood, KS 66205  
(For Company Reference Purposes Only)

**Amount of Insurance:** \$425,000.00

**Premium:**

**Date of Policy:** "date and time of recording of deed"

**1. Name of Insured:**

Security Bank of Kansas City, as to a Leasehold Estate Interest

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

City of Westwood, Kansas, a Kansas municipal corporation

**4. The land referred to in this policy is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO



## EXHIBIT "A"

### LEGAL DESCRIPTION

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.



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## SCHEDULE B

File No.: 01109-19564

Policy No.: PROFORMA

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

NONE

1. Taxes for the year 2014 and subsequent years. NOTE: None now due and payable.
2. The subject property lies within the following special benefit district(s): WASTEWTR CAP.
3. Building lines, easements and restrictions shown on the plat of Holmesland recorded 09/13/1905 in Plat Book 3 and Page 11, as affected by Affidavit recorded as Document No. 416551 in Book Misc. 49 at Page 127.
4. Building lines, easements and restrictions shown on the plat of Klassen Place recorded 05/20/1947 in Plat Book 12 and Page 50.
5. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 165075 in Book Misc. 16 at Page 102.
6. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded as Document No. 267113 in Book Misc. 24 at Page 456.
7. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 284877 in Book Misc. 25 at Page 592.
8. Easement condemned by State Highway Commission of the State of Kansas in the District Court of Johnson County, Kansas, Case No. 14610, and as more fully set forth in the instrument recorded as Document No. 281473 in Book Misc. 26 at Page 79.
9. The premises in question are within the boundaries of Water District No. 1 of Johnson County, Kansas, as more fully set forth in instrument recorded as Document No. 462041 in Book Misc. 61 at Page 468, and are subject to assessments by reason thereof.
10. Restrictions as more fully set forth in instrument recorded as Document No. 261977 in Book Misc. 24 at Page 243, as affected by Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
11. Easements as contained in Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
12. Easement granted to Kansas City Power & Light Company as more fully set forth in the instrument recorded as Document No. 962834 in Book 927 at Page 750.
13. Temporary Construction Easement granted to the City of Westwood, Johnson County, Kansas as more fully set forth in the instrument recorded as Document No. 2601632 in Book 4892 at Page 253.
14. Storm Sewer Easement granted to the City of Westwood, Kansas as more fully set forth in the instrument recorded as Document No. 2601633 in Book 4892 at Page 255.
15. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the



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**SCHEDULE B**

subject property.

- 16. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 17. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.
- 18. Memorandum of Site Lease by and between the City of Westwood, Kansas, as Lessor, and Security Bank of Kansas City, as Lessee, dated March 1, 2014, recorded \_\_\_\_\_ in Document No. \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_.
- 19. Memorandum of Taxable Lease Purchase Agreement by and between Security Bank of Kansas City and the City of Westwood, Kansas, dated March 1, 2014, recorded \_\_\_\_\_, in Document No. \_\_\_\_\_, Book \_\_\_\_\_ at Page \_\_\_\_\_.





American Land Title Association

Endorsement 13-06 (Leasehold - Owner's)  
Revised 04-02-12

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are preformed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER PROFORMA**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 01109-19564

Premium:

1. As used in this endorsement, the following terms shall mean:

- a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
- b. "Lease": the lease described in Schedule A.
- c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
- d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
- e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
- f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
- g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.

2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement

If the Insured is Evicted, the following items of loss if applicable, to the portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.



American Land Title Association

Endorsement 13-06 (Leasehold - Owner's)  
Revised 04-02-12

This is a Pro Forma Policy, which provides no insurance coverage, furnished to or on behalf of the proposed insured. This pro forma does not reflect the present status or condition of title and is not a commitment to insure the estate or interest or to provide any affirmative coverage shown herein. Any commitment must be an expressly written undertaking issued on the appropriate forms of the Company. This Pro Forma Policy solely indicates the form and content of the Policy which the Company may issue if all necessary documents are furnished, all acts are performed, and all requirements set forth in the title commitment covering this property (or that may be required by underwriting) are met to the satisfaction of the Company.

- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.
  - d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
  - g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.
4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

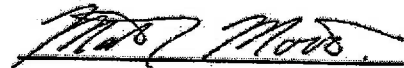
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company



**Matt Morris**  
President and CEO

Stewart Title Company  
700 Northeast R. D. Mize Road, Suite 200  
Blue Springs, MO 64014  
Agent ID:





**Denise Carraux**  
Secretary

Endorsement  
Serial No.

PROFORMA



If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>. ALTA Owner's Policy (6/17/06)

**OWNER'S POLICY OF TITLE INSURANCE  
ISSUED BY  
STEWART TITLE GUARANTY COMPANY**

**Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.**

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

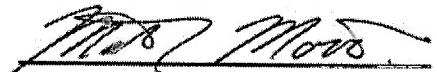


Authorized Countersignature

Stewart Title Company  
700 Northeast R. D. Mize Road, Suite  
200  
Blue Springs, MO 64014  
(816) 988-9200  
Agent ID: 160007

**stewart**  
title guaranty company





**Matt Morris**  
President and CEO



**Denise Carraux**  
Secretary

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File No. 01109-19564

Page 1 of Policy Serial No.: O-9301-002999435

AMERICAN  
LAND TITLE  
ASSOCIATION





## COVERED RISKS (Continued)

Item A, Section X, Item

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely; or
  - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
    - (a) a fraudulent conveyance or fraudulent transfer; or
    - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
  5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the

Insured named in Schedule A for estate planning purposes.

- (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
  - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
  - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
  - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
  - (j) "Title": The estate or interest described in Schedule A.
  - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
 Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.



**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.





### SCHEDULE A

**Name and Address of  
Title Insurance Company:**

Stewart Title Guaranty Company  
P.O. Box 2029, Houston, TX 77252

**File No.:** 01109-19564

**Policy No.:** O-9301-002999435

**Amount of Insurance:** \$425,000.00

**Total Charge:** \$755.00

**Date of Policy:** April 10, 2014 at 1:05:16 P.M.

**1. Name of Insured:**

Security Bank of Kansas City, as to a Leasehold Estate Interest

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

City of Westwood, Kansas, a Kansas municipal corporation

**4. The Land referred to in this policy is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO



EXHIBIT "A"

LEGAL DESCRIPTION

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.





**SCHEDULE B**

File No.: 01109-19564

Policy No.: O-9301-002999435

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

## Standard Exceptions:

1. a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Any encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: Items 1a through e above are hereby deleted.

## Special Exceptions:

2. Taxes for the 2014 and subsequent years.  
None now due and payable
3. The subject property lies within the following special benefit district(s): WASTEWTR CAP.
4. Building lines, easements and restrictions shown on the plat of Holmesland recorded 09/13/1905 in Plat Book 3 and Page 11, as affected by Affidavit recorded as Document No. 416551 in Book Misc. 49 at Page 127.
5. Building lines, easements and restrictions shown on the plat of Klassen Place recorded 05/20/1947 in Plat Book 12 and Page 50.
6. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 165075 in Book Misc. 16 at Page 102.
7. Easement granted to Kansas City Power and Light Company as more fully set forth in the instrument recorded as Document No. 267113 in Book Misc. 24 at Page 456.
8. Easement granted to Kansas City Power and Light Company as set forth in the instrument recorded as Document No. 284877 in Book Misc. 25 at Page 592.
9. Easement condemned by State Highway Commission of the State of Kansas in the District Court of Johnson County, Kansas, Case No. 14610, and as more fully set forth in the instrument recorded as Document No. 281473 in Book Misc. 26 at Page 79.
10. The premises in question are within the boundaries of Water District No. 1 of Johnson County, Kansas, as more fully set forth in instrument recorded as Document No. 462041 in Book Misc. 61 at Page 468, and are subject to assessments by reason thereof.



**SCHEDULE B**

11. Restrictions as more fully set forth in instrument recorded as Document No. 261977 in Book Misc. 24 at Page 243, as affected by Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
12. Easements as contained in Warranty Deed recorded as Document No. 400707 in Book 259 at Page 315.
13. Easement granted to Kansas City Power & Light Company as more fully set forth in the instrument recorded as Document No. 962834 in Book 927 at Page 750.
14. Temporary Construction Easement granted to the City of Westwood, Johnson County, Kansas as more fully set forth in the instrument recorded as Document No. 2601632 in Book 4892 at Page 253.
15. Storm Sewer Easement granted to the City of Westwood, Kansas as more fully set forth in the instrument recorded as Document No. 2601633 in Book 4892 at Page 255.
16. Tenancy either by month to month or by virtue of a written lease, by a party in possession of any part of the subject property.
17. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
18. Any documents linked herein are provided for convenience only. Linked documents are not an abstract or attempt to abstract and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action.
19. Memorandum of Site Lease by and between the City of Westwood, Kansas, as Lessor, and Security Bank of Kansas City, as Lessee, dated April 1, 2014, recorded April 10, 2014, in Document No. 20140410-0002904, Book 201404 at Page 002904.
20. Memorandum of Taxable Lease Purchase Agreement by and between Security Bank of Kansas City and the City of Westwood, Kansas, dated April 1, 2014, recorded April 10, 2014, in Document No. 20140410-0002905, Book 201404 at Page 002905.



## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**ENDORSEMENT**  
**ATTACHED TO POLICY NUMBER O-9301-002999435**  
**ISSUED BY**

**STEWART TITLE GUARANTY COMPANY**

File No.: 01109-19564

Charge: \$0.00

1. As used in this endorsement, the following terms shall mean:
  - a. "Evicted" or "Eviction": (a) the lawful deprivation, in whole or in part, of the right of possession insured by this policy, contrary to the terms of the Lease or (b) the lawful prevention of the use of the Land or the Tenant Leasehold Improvements for the purposes permitted by the Lease, in either case as a result of a matter covered by this policy.
  - b. "Lease": the lease described in Schedule A.
  - c. "Leasehold Estate": the right of possession granted in the Lease for the Lease Term.
  - d. "Lease Term": the duration of the Leasehold Estate, as set forth in the Lease, including any renewal or extended term if a valid option to renew or extend is contained in the Lease.
  - e. "Personal Property": property, in which and to the extent the Insured has rights, located on or affixed to the Land on or after Date of Policy that by law does not constitute real property because (i) of its character and manner of attachment to the Land and (ii) the property can be severed from the Land without causing material damage to the property or to the Land.
  - f. "Remaining Lease Term": the portion of the Lease Term remaining after the Insured has been Evicted.
  - g. "Tenant Leasehold Improvements": Those improvements, in which and to the extent the Insured has rights, including landscaping, required or permitted to be built on the Land by the Lease that have been built at the Insured's expense or in which the Insured has an interest greater than the right to possession during the Lease Term.
2. Valuation of Estate or Interest Insured:

If in computing loss or damage it becomes necessary to value the Title, or any portion of it as the result of an Eviction of the Insured, then, as to that portion of the Land from which the Insured is Evicted, that value shall consist of the value for the Remaining Lease Term of the Leasehold Estate and any Tenant Leasehold Improvements existing on the date of the Eviction. The Insured Claimant shall have the right to have the Leasehold Estate and the Tenant Leasehold Improvements affected by a defect insured against by the policy valued either as a whole or separately. In either event, this determination of value shall take into account rent no longer required to be paid for the Remaining Lease Term.

3. Additional items of loss covered by this endorsement:

If the Insured is Evicted, the following items of loss if applicable, to the portion of the Land from which the Insured is Evicted shall be included, without duplication, in computing loss or damage incurred by the Insured, but not to the extent that the same are included in the valuation of the Title determined pursuant to Section 2 of this endorsement, any other endorsement to the policy, or Section 8(a)(ii) of the Conditions:

- a. The reasonable cost of (i) removing and relocating any Personal Property that the Insured has the right to remove and relocate, situated on the Land at the time of Eviction, (ii) transportation of that Personal Property for the initial one hundred miles incurred in connection with the relocation, (iii) repairing the Personal Property damaged by reason of the removal and relocation, and (iv) restoring the Land to the extent damaged as a result of the removal and relocation of the Personal Property and required of the Insured solely because of the Eviction.
- b. Rent or damages for use and occupancy of the Land prior to the Eviction that the Insured as owner of the Leasehold Estate may be obligated to pay to any person having paramount title to that of the lessor in the Lease.
- c. The amount of rent that, by the terms of the Lease, the Insured must continue to pay to the lessor after Eviction with respect to the portion of the Leasehold Estate and Tenant Leasehold Improvements from which the Insured has been Evicted.

- d. The fair market value, at the time of the Eviction, of the estate or interest of the Insured in any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - e. Damages caused by the Eviction that the Insured is obligated to pay to lessees or sublessees on account of the breach of any lease or sublease permitted by the Lease and made by the Insured as lessor of all or part of the Leasehold Estate or the Tenant Leasehold Improvements.
  - f. The reasonable cost to obtain land use, zoning, building and occupancy permits, architectural and engineering services and environmental testing and reviews for a replacement leasehold reasonably equivalent to the Leasehold Estate.
  - g. If Tenant Leasehold Improvements are not substantially completed at the time of Eviction, the actual cost incurred by the Insured, less the salvage value, for the Tenant Leasehold Improvements up to the time of Eviction. Those costs include costs incurred to obtain land use, zoning, building and occupancy permits, architectural and engineering services, construction management services, environmental testing and reviews, and landscaping.
4. This endorsement does not insure against loss, damage or costs of remediation (and the Company will not pay costs, attorneys' fees or expenses) resulting from environmental damage or contamination.

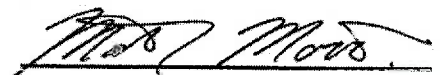
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:


  
 Authorized Countersignature

**stewart**  
 title guaranty company

  
 Matt Morris  
 President and CEO

Stewart Title Company  
 700 Northeast R. D. Mize Road, Suite 200  
 Blue Springs, MO 64014  
 Agent ID: 160007



  
 Denise Carraux  
 Secretary

**Endorsement  
 Serial No. E-9185-556173330**





9

## MARKET VALUE ESTIMATE

September 13, 2013

Assembly/Meeting Place / Religious Facility  
Westwood Christian Church  
5050 Rainbow Boulevard  
Westwood, Kansas 66205

*Summary Appraisal Report*

*prepared for  
McAnany, Van Cleave &  
Phillips, P.A.*



*Job No.*

*5023085*

Bliss Associates, LLC  
Real Estate Valuation  
and Professional Services

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October 2, 2013

Mr. Ryan Denk  
Attorney at Law  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, Kansas 66103

Dear Mr. Denk:

The summary appraisal report you requested is enclosed. Its purpose is to estimate market value, subject to limiting conditions, of

**Assembly/Meeting Place / Religious Facility  
Westwood Christian Church  
5050 Rainbow Boulevard  
Westwood, Kansas 66205.**

Real property interest appraised is the fee simple estate. The final value indication, as of September 13, 2013, is:

**\$500,000.**

This appraisal is subject to standard assumptions and general limiting conditions, as are detailed in the **APPRAISAL** section of the attached report. No extraordinary assumptions or hypothetical conditions apply.

Thank you for choosing Bliss Associates, LLC.

Sincerely,  
Bliss Associates, LLC

By:   
John T. Robertson, MAI  
State Certified General Appraiser



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## SPECIAL LIMITING CONDITIONS

Special limiting conditions consist of extraordinary assumptions and hypothetical conditions. The Uniform Standards of Professional Appraisal Practice (USPAP) defines extraordinary assumption as an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. A hypothetical condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

The following extraordinary assumptions and/or hypothetical conditions apply to this appraisal. The client is advised that their use might have affected the assignment results.

### ***Extraordinary Assumptions***

No extraordinary assumptions are made in this appraisal.

### ***Hypothetical Conditions***

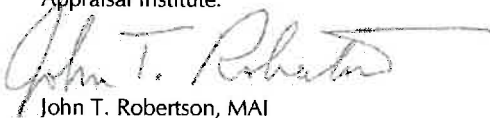
No hypothetical conditions are imposed on this appraisal.

## CERTIFICATION

***I certify that, to the best of my knowledge and belief:***

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

By:



John T. Robertson, MAI  
 State Certified General Appraiser  
 Kansas #G-1780  
 Missouri # 2002014940

Effective date of the opinion: September 13, 2013  
 Date of the appraisal report: October 2, 2013

## EXECUTIVE SUMMARY

<b>Property/Location</b>	Assembly/Meeting Place / Religious Facility Westwood Christian Church 5050 Rainbow Boulevard Westwood, Kansas 66205
<b>Parcel Number</b>	RP30000001 0012B RP27000000 0008D
<b>Effective Date</b>	September 13, 2013
<b>Property Rights</b>	Fee simple estate
<b>Owners of Record</b>	Westwood Christian Church Board of Trustees
<b>Total Land Area</b>	79,665 SF (1.83 acres)
<b>Zoning</b>	R-1, Single-Family Residential
<b>Building Data</b>	
<i>Building Size</i> <sup>1</sup>	8,217 SF Above Grade <u>2,982 SF Basement</u> 11,199 SF Total GBA
<i>Year Built</i> <sup>2</sup>	1951/1962
<b>Highest and Best Use As Vacant</b>	Residential development as warranted by demand
<b>Highest and Best Use As Improved</b>	Redevelopment of the site with residential uses as warranted by demand
<b>VALUE ESTIMATES:</b>	
<i>Cost Approach</i>	\$475,000—Land Value
<i>Income Approach</i>	\$500,000—Land Value
<i>Sales Comparison Approach</i>	\$500,000—As Improved
<b>FINAL VALUE ESTIMATE:</b>	<b>\$500,000</b>

<sup>1</sup> Building size is based on measurements taken onsite using a standard tape measure

<sup>2</sup> Year built is based on the dates inscribed on the cornerstones of the building itself

**RECONCILIATION**

The subject property is located at the northwest corner of Rainbow Boulevard and 51<sup>st</sup> Street in Westwood, Johnson County, Kansas. The site is irregular but functional in shape and contains 79,665 SF (1.83 acres) zoned R-1 for single-family residential uses. The site is improved with a church building constructed in 1951 with a sanctuary addition in 1962. The building contains 8,217 SF above grade with an additional 2,982 SF in unfinished basement area. The improvements are in average but dated condition typical for their vintage. As noted in the highest and best use analysis, the improvements no longer contribute significant value to the subject site.

The cost approach was not performed since the improvements are highly depreciated; it is not necessary for credible assignment results. The income approach was limited to a brief application of the subdivision development method, which was applied for an additional indication of land value in support of the sales comparison approach.

Two analyses were performed in the sales comparison approach—as improved and as vacant land. Each analysis involved a direct comparison between the subject property and sales of similar properties. Adjustments were applied for differences likely to be perceived by market participants. The resulting adjusted sale prices were reconciled for a concluded value from each analysis.

In conclusion, the sales comparison approach produces the most credible results, given the nature of the subject property and the quality and quantity of the comparable data available. The concluded value as of September 13, 2013 is \$500,000.

**FINAL VALUE ESTIMATE: \$500,000**

## SCOPE OF WORK

Scope of work is defined by the Uniform Standards of Professional Appraisal Practice (USPAP) as “the type and extent of research and analysis in an assignment”. The scope of this assignment complies with USPAP.

The specific scope of work for this appraisal assignment (and report) is outlined below. The resulting analysis is considered adequate to provide a credible result given the purpose, intended use, and intended users of the assignment.

### ***Property Identification & Inspection***

The property was identified using an address provided by the client. It was further identified through County records. John T. Robertson and Robert E. Marx inspected the subject property on September 13, 2013. The inspection consisted of a walk-through of the building interior and a walk around the building exterior. Photographs and building measurements were taken during the inspection. The surrounding neighborhood was also inspected from public roadways.

### ***Type and Extent of Data Researched***

Public records were researched for site area, zoning, tax and assessment data, and flood determination. The building areas are based on measurements taken on-site during the inspection. All regional, county, city, and other statistical information were obtained from published sources.

In addition, the market was researched to obtain land sales and improved sales for use in this analysis. The data was researched using county records, CoStar, the Bliss Associates proprietary database, data from brokers and other appraisers familiar with the area and/or property type, and published survey data.

### ***Type and Extent of Analysis Applied***

The highest and best use of the property was analyzed in the **USE** section of this report. The income and sales comparison approaches were applied. Appropriate methodology and techniques deemed pertinent and necessary to the analysis were utilized. The results of the approaches were reconciled for the final indication of value.

### ***Type of Appraisal Report***

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under USPAP S.R. 2-2(b). As such, the report contains summaries of the pertinent data, reasoning and analyses used in the appraisal process to develop the opinion of value. The reporting is specific to the needs of the client.

## CRITERIA

### **Purpose**

The purpose of this appraisal is to estimate market value.

### **Type of Value**

The type of value developed in this report is the market value. The definition of value is stated below.

### **Definition of Market Value**

"Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."<sup>3</sup>

### **Intended Use**

The intended use, or function, of the appraisal is to assist in documenting the value of the subject property for a possible purchase by the City of Westwood.

### **Intended Users/Client**

This report is for the exclusive use of Mr. Ryan Denk and the City of Westwood—the client and intended users. The appraisers and Bliss Associates are not responsible for any unauthorized use.

### **Effective Date**

September 13, 2013

### **Property Rights**

The real property interest appraised is the fee simple estate.

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<sup>3</sup> The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice (USPAP), 2012-2013 ed., p. A-102

**Standard Assumptions and General Limiting Conditions**

This report assumes the following:

1. That title to the property interest appraised is good and marketable, unless otherwise noted; the report assumes no responsibility for the legal description or for legal matters or those relating to title considerations.
2. That the property is free and clear of any and all liens or encumbrances unless stated otherwise.
3. That the property has responsible ownership and competent property management.
4. The information furnished by others is reliable; however, no warranty is given for the accuracy of such information.
5. That all engineering is correct; the intention of the report is that plot plans and illustrative materials are to assist the reader in visualizing the property.
6. That there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for procuring engineering services that may be necessary to discover them.
7. That the property complies fully with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is specified in the report.
8. That the property complies with all zoning and use regulations and restrictions, unless the report acknowledges nonconformity.
9. That the owners and/or property managers either have or could procure or renew any licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government, or private entity or organization, upon which the value conclusion reported depends.
10. That the utilization of the land and improvements is within the boundaries or property lines and that there are no encroachments or trespasses by or upon the property, unless noted in the report.

Additional conditions bearing upon this report are as follows:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization; any separate allocations must not be used in any other appraisal and are invalid if so used.
2. Possession of this report, or any copy hereof, does not imply the right of publication.
3. By reason of this appraisal, the appraiser is relieved of any obligation to give further consultation or testimony, or to attend court with reference to the property in question, unless prior arrangements have been made.
4. Neither all nor any part of this report—especially any conclusions regarding value, the identity of the appraiser or the firm with which the appraiser is associated—may be disseminated to the public through advertising, public relations, news, sales-promotion, or other media without the prior written consent and approval of the appraiser.

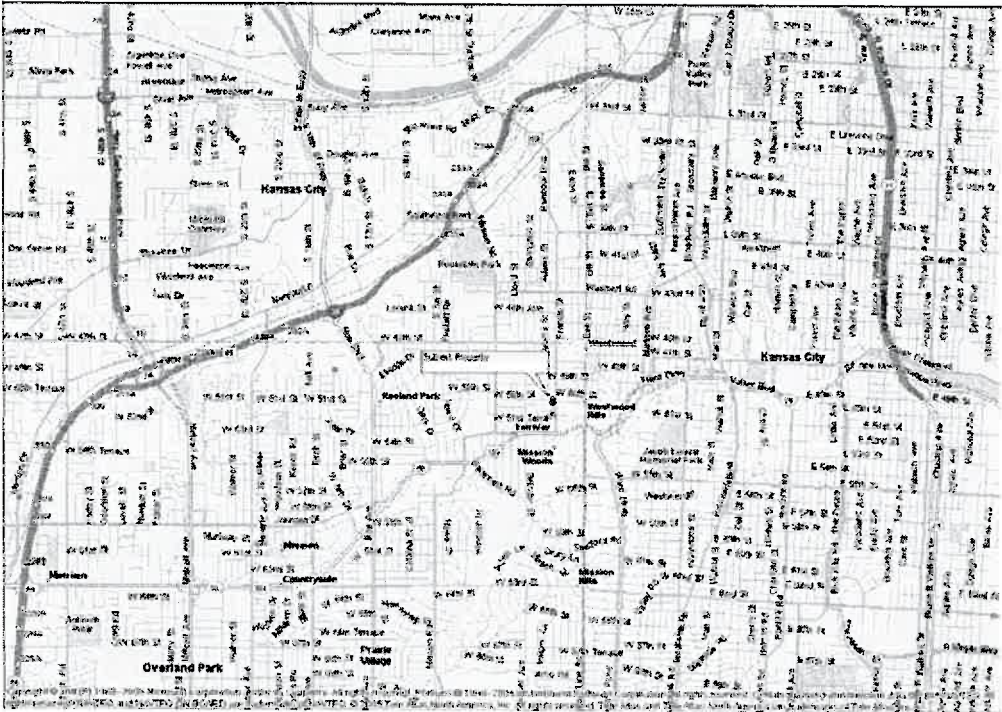


5. The value estimates in the report apply to the entire property interest as described in the report; any proration or division of the total into fractional interests would invalidate the value conclusions, unless such proration or division of interests has been set forth in the report.
6. Unless stated otherwise in this report, the appraiser has not been advised or become aware of the existence of any hazardous substances and/or toxic wastes that may or may not be present on the property; the appraiser has no knowledge of the existence of such materials on or in the property; the value estimated in the report is contingent upon the assumption that there is no hazardous condition on or in the property, or in such proximity to the property that it would cause a loss in value.
7. No compliance survey or analysis of the subject property relating to the requirements of the Americans with Disabilities Act of 1991 (ADA) exists. Such a survey could reveal that the property does not comply with one or more requirements of the Act, thus having a negative effect upon value. Unless stated otherwise in the report, there is no direct evidence relating to this issue. This report does not, therefore, consider possible noncompliance in estimating the value of the property.

MARKET AREA ANALYSIS

The subject property is located in the center of the Kansas City Metropolitan Area in the City of Westwood, Kansas, which is in the northeastern corner of Johnson County. Access to the area is very good via Interstate 35 to Rainbow Boulevard. Mission Road and Roe Boulevard are also north/south thoroughfares that provide convenient access to Interstate 35. Shawnee Mission Parkway is the main east/west thoroughfare in the area.

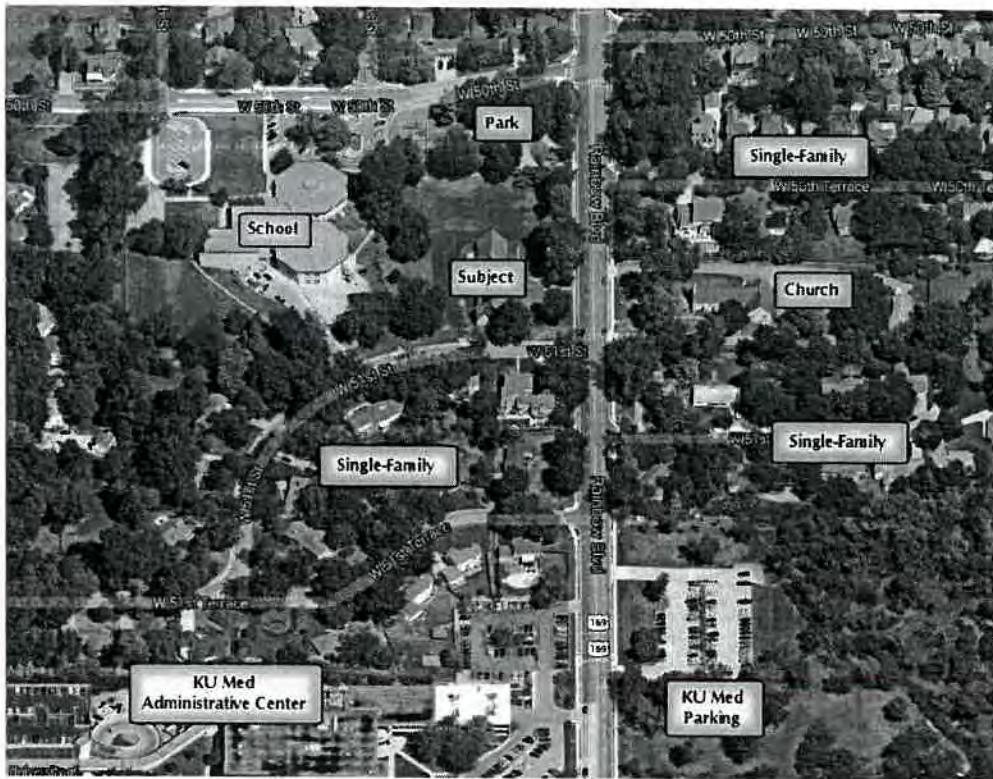
The following map shows the subject's location from the perspective of the overall Kansas City Metropolitan Area.



As the map indicates, the City of Westwood is centrally-located near the Country Club Plaza and the Central Business District. Within the immediate area, the University of Kansas Medical Center is a major institutional influence, particularly since it became a National Cancer Institute in 2012. KU is a major landowner along Rainbow Boulevard and a major employer for the Kansas City Metro at large.

The subject is located on a primarily residential portion of the Rainbow Boulevard Corridor just north of Shawnee Mission Parkway. The KU Medical Center has a large administrative office presence at this intersection as well as a satellite parking lot. However, those uses adjacent to the subject property include single-family residences, a church, a public park, and an elementary school.

The following aerial map shows the neighborhood in more detail.



*Neighborhood Land Uses*

The subject property is a complementary land use compared to the surrounding properties. Based on our observations, the subject's immediate neighborhood is highly-developed with very little land available for future development. The area is considered to be in the stability stage of the neighborhood life cycle. Property conditions are considered average to good, with little observed deferred maintenance, and vacancy rates appear relatively low. Overall, no adverse influences were noted.

### IDENTIFICATION

**Brief Property Description**

The subject property is located at the northwest corner of Rainbow Boulevard and 51st Street in Westwood, Johnson County, Kansas. The site is irregular but functional in shape and contains 79,665 SF (1.83 acres) zoned R-1 for single-family residential uses. The site is improved with a church building constructed in 1951 with a sanctuary addition in 1962. The building contains 8,217 SF above grade with an additional 2,982 SF in unfinished basement area. The improvements are in average but dated condition typical for their vintage. As noted in the highest and best use analysis, the improvements no longer contribute significant value to the subject site.

**Address & Parcel Number**

5050 Rainbow Boulevard  
Westwood, Kansas 66205  
RP30000001 0012B  
RP27000000 0008D

**Legal Description**

The following descriptions are taken from Johnson County records.

<i>Plat Name</i>	KLASSEN PLACE		
<i>Book/Page</i>	12 / 50	<i>Quarter Section</i>	SE
<i>Date Recorded</i>	1947	<i>Number of Units</i>	38
<i>Legal Desc.</i> <small>(abbreviated)</small>	KLASSEN PLACE TRI TR BEG NE COR LT 12 S TO PT 16.87' W SE COR & ALL LTS 13 & 14 BLK 1 CHURCH & PARKING WWC 293 2 BTAO 4048 0		
<i>Plat Name</i>	HOLMESLAND		
<i>Book/Page</i>	3 / 11	<i>Quarter Section</i>	NE
<i>Date Recorded</i>	1905	<i>Number of Units</i>	20
<i>Legal Desc.</i> <small>(abbreviated)</small>	HOLMESLAND E 286.58' N1/2 LT 8 EX BG 286.59' W NE CR LT 8 S 165.39' TO S/L N1/2 LT 8 E 1.28' TO NE CR LT 12 KLAS PL N TO PT 271.28' W NE CR LT 8 W 15.30' TO BG WWC 194 1 BTAO 4048 0		

**Ownership**

Westwood Christian Church Board of Trustees

### HISTORY OF THE PROPERTY

The cornerstones of the subject building indicate the north end of the building was constructed in 1951 while the south end of the building (primarily the sanctuary and basement) was constructed in 1962. It appears the property has been known as the Westwood Christian Church since its construction. However, the congregation has dwindled over the years, and they are considering selling the subject property, possibly to the City of Westwood. No sales, contracts, listings, or offers are known to have occurred in the previous three years.



### SITE DESCRIPTION

**Location, Frontage and Access**

The subject site is located at the northwest corner Rainbow Boulevard and 51<sup>st</sup> Street in Westwood, Kansas (Johnson County). The two parcels that constitute the subject site are outlined on the aerial map below.



County Aerial Parcel Map

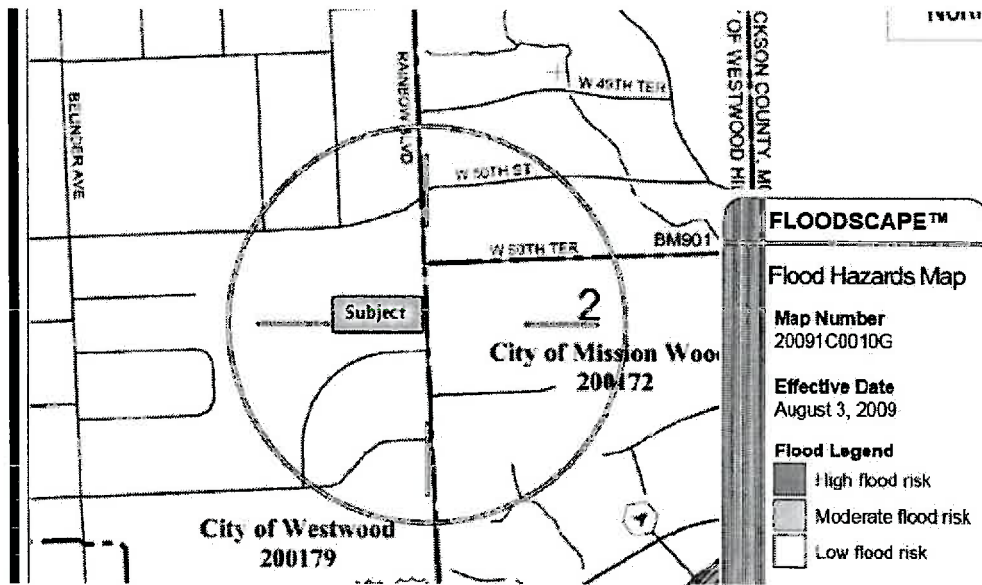
The map shows the site’s frontage is 306.39 feet on the west side of Rainbow Boulevard and 243.47 feet on the north side of 51<sup>st</sup> Street. The site has one curb cut on each frontage street, which provides adequate access to the site.

**Shape, Dimensions and Area**

The subject site is irregular but functional in shape and contains a total of 79,665 SF, or 1.83 acres. The site dimensions are listed on the previous map.

**Topography/Flood Hazard**

The topography of the subject is level to gently sloping with the predominant gradient being downward toward the south and southeast. The site is at grade with the adjacent streets. The adjacent elementary school and park are somewhat above grade of the subject property. It appears a drainage swale has been cut along the west side of the site to channel run-off away from the church building. Drainage is assumed to be adequate. The subject is shown on Flood Insurance Rate Map # 20091C0010G, dated August 3, 2009. The following excerpt from the flood map shows the subject property is in an area of low flood risk.



**Hazardous Materials/Toxic Wastes**

It is assumed there are no hazardous substances affecting the subject property. No hazardous materials were observed during an inspection of the property. We assume that no toxic wastes were present within the soils. However, Bliss Associates, LLC is not qualified to detect the presence or absence of such materials. If further evidence is needed regarding the lack of danger from hazardous materials or toxic waste, authorities with expertise in detecting these conditions should be consulted (see Standard Assumptions and Limiting Conditions, in the APPRAISAL section of this report).

**Utilities**

The subject site is serviced by all public utilities, including electrical, natural gas, water, and sanitary sewers. Utilities to the site are sufficient for most potential users.

**Easements/Encroachments**

No ALTA survey was provided. Typical street and utility easements are assumed to exist. No adverse easements or encroachments were observed that would have a negative impact on the development and use of the site. However, we cannot guarantee the presence or absence of easements or encroachments, so further investigation is recommended.

**Zoning**

The subject property is zoned R-1, Single-Family Residential, by the City of Westwood, Kansas. The R-1 district is intended for single-family dwellings and complementary uses such as parks, schools, and churches. It appears that the subject property conforms to current zoning requirements.

**Conclusion**

The site has a corner location at Rainbow Boulevard and 51<sup>st</sup> Street, giving the property good access to main thoroughfares. No physical impediments were noted during the inspection or subsequent research. The current zoning is intended for single-family residential uses.

### IMPROVEMENTS DESCRIPTION

The description below is based on a physical inspection of the subject property and a review of county records.

Design/use	Assembly/Meeting Place / Religious Facility
Year built	1951 / 1962
Number of buildings	One
Number of Stories	Two stories + Basement
Total building areas	1,371 SF 2 <sup>nd</sup> Floor
	<u>6,846 SF 1<sup>st</sup> Floor</u>
	8,217 SF Above Grade
	<u>2,982 SF Basement</u>
	11,199 SF Total GBA

The improvements consist of a church building, presumably of frame construction. The exterior is primarily stone with a small amount of painted wood and EIFS or stucco. The roof is a gabled design with a composition shingle covering. Metal gutters and downspouts handle roof drainage. The windows are double-hung designs. The roof and windows were reportedly replaced within the past seven years. The north half of the building was constructed in 1951, and the sanctuary and basement were added in 1962.

The interior of the building is divided into a sanctuary at the south end and a lobby/narthex and restrooms near the center. The north end consists of a fellowship hall with a stage, a kitchen, and pastor's offices. A small second floor is in the central portion of the building, primarily above the lobby/narthex and kitchen. The second floor includes a couple of rooms used as a nursery, a restroom, and an audio/visual room overlooking the sanctuary. The second floor is accessed only by stairs. The building has an unfinished basement under the sanctuary; the north end of the building is either on a slab or crawl space.

The interior finishes include vinyl tile and carpet floor coverings, walls and ceilings of painted gypsum board, possibly plaster, and a combination of incandescent and fluorescent light fixtures. The basement is unfinished area although two rooms have been roughly partitioned. It includes concrete floors and walls and an unfinished ceiling with fluorescent lights. The building is centrally heated and cooled. It is assumed all the mechanical systems are functional and adequate to serve the building.

The site improvements include minimal asphalt pavement for parking although the parking spaces are not marked. There is also a monument sign along the Rainbow Boulevard frontage.



### **IMPROVEMENTS ANALYSIS**

The improvements are of average quality construction and are in average but dated condition. No significant deferred maintenance was noted during the inspection. The improvements were originally constructed in 1951 with a sanctuary addition in 1962, indicating a chronological age of approximately 55 years. Although the chronological age is greater than the life expectancy of 40 to 50 years, the subject has a reasonable remaining economic life, based only on physical deterioration. The improvements do suffer an additional loss in value from obsolescence, based on the Highest and Best Use analysis, which indicates the land value and the value as improved are essentially equal. This suggests the improvements no longer contribute significant value, indicating they are 100% depreciated.

### **REAL ESTATE TAXES**

As a church building, the subject property is exempt from real estate taxes. The Johnson County Appraiser shows a combined 2013 appraised value of \$1,537,790 for the subject's two parcels. It should be noted that the County's appraised value is a formality with no tax consequence as long as the property is exempt. If the property were redeveloped, it would be reassessed by the County at that time.

SUBJECT PHOTOGRAPHS



Looking northwest at the southeast elevation of the building



Looking southeast at the northwest elevation of the building



Looking south down Rainbow Boulevard, subject at the right



Looking west down 51<sup>st</sup> Street, subject at the right





Lobby/Narthex



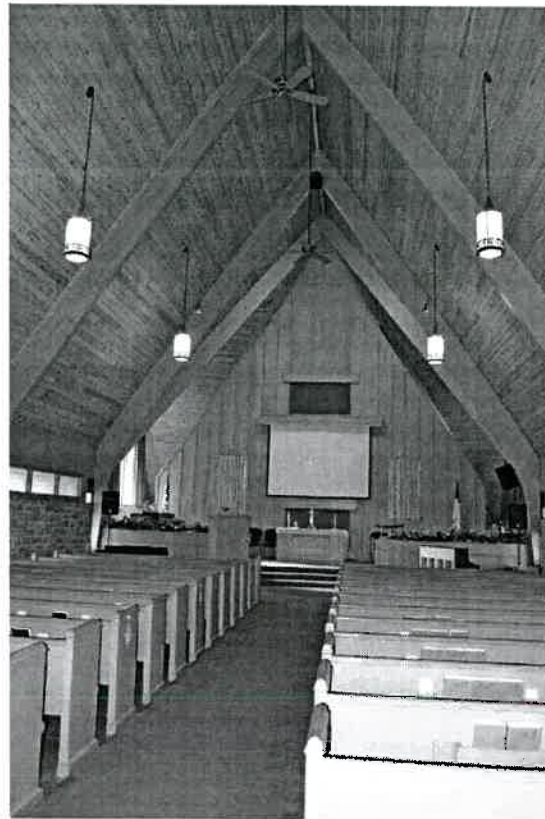
Fellowship hall



Kitchen



Second floor nursery room



Sanctuary



Basement

## EXPOSURE AND MARKETING TIMES

The reasonable exposure time inherent in the market-value concept is always presumed to precede the effective date of the appraisal {USPAP, SR-1-2(c), SMT-6}. By contrast, reasonable marketing time is an opinion of the amount of time it might take to sell a property interest at the concluded market value level during the period of time immediately after the effective date of an appraisal {USPAP, Advisory Opinion, AO-7}.

The subject property is centrally located in a well-established portion of the Kansas City Metro. The general area has good demand for residential properties and a very limited supply of vacant land for new construction. The adjacent park and school further enhance its market appeal. A developer interested in redeveloping the property is the most likely purchaser. (Continued use of the church building is possible but less likely, especially over the long-term.) The marketability of the subject property is considered good within the context of its market.

Given these factors, the reasonable exposure time is estimated at approximately 12 months, assuming a price consistent with the value conclusion contained in this report. If the subject were placed on the market today, the value estimate contained in this report is intended to reflect a reasonable marketing time for the subject of approximately 12 months.

It should be noted that a shorter marketing time is likely to result in a lower value. A limited marketing time implies that the seller is under compulsion to sell, which is not consistent with the definition of market value.



## HIGHEST AND BEST USE

Highest and best use may be defined as, "the reasonably probable and legal use of vacant land or an improved property, which is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value." (The Appraisal of Real Estate 13th Edition, page 278)

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the site as though vacant and available to be put to its highest and best use, and for the property as improved.

Highest and best use must meet four criteria. It must be:

- physically possible
- legally permissible
- financially feasible
- maximally productive.

These criteria are usually considered sequentially; a use may be financially feasible, but this is irrelevant if it is physically impossible or legally prohibited.

### ***Highest and Best Use as Vacant***

The site has adequate physical characteristics for a variety of potential uses. It has 243 front feet on 51<sup>st</sup> Street and 306 front feet on Rainbow Boulevard with a curb cut on each of these streets. The site is somewhat irregular in shape and contains 79,665 SF. The surrounding properties include an elementary school to the west, a park to the north, a church to the east, and single-family residences to the south. The immediate area is dominated by single-family residential uses. Multi-family uses are uncommon in Westwood, and office-type uses are found a few blocks to the north and south. The current zoning is R-1, Single-Family, which is intended for single-family residences and compatible uses such as churches and schools. The surrounding properties are also zoned R-1.

Given the previous discussion, residential use is considered the most probable use of the subject site. Financial feasibility ultimately depends on the specifics of the individual project, but the subject's location is conducive to residential development. Some new residential construction has occurred in recent years on Rainbow Boulevard north of the subject. A new home recently sold in May 2013 at 4445 Rainbow. Furthermore, redevelopment of older single-family lots is relatively common in the nearby cities of Fairway and Mission Hills. Although it is less common in Westwood, a single-family lot at 3015 W. 51<sup>st</sup> Terrace was redeveloped in 2012. These examples indicate solid demand for single-family housing in the subject's market area.

No other probable use is likely to result in a higher land value and still conform to the other criteria. Therefore, the highest and best use of the subject site, as vacant, is residential development as warranted by demand.



**Highest and Best Use as Improved**

The site is improved with a church building originally built in 1951 with a sanctuary addition in 1962. The church building is in average condition for its age, but its interior finish is generally dated. Physically, it is capable of continued use, and it is a legal use of the site. However, the congregation is reportedly no longer large enough to fully utilize the property, and they are considering the sale of the property. With a new congregation, it may be financially feasible to continue the church use, but redevelopment of the site may be more likely since the improvements appear to contribute little value, if any, considering the value of the underlying land.

The following table summarizes the results of the analysis as they relate to highest and best use as improved.

Scenario	1	2	3
	"As Is" Value As Church	Land Value: Sales Comparison	Land Value: Subdivision Development Method
Analysis Located	Sales Comparison Approach	Sales Comparison Approach	Income Approach
Premise	Direct comparison of existing church building to sales of similar church buildings.	Direct comparison of the site as though vacant to sales of other vacant sites.	Assumes the site is developed into 8 lots for patio homes. Gross income and development costs estimated. Net proceeds are discounted for an indication of land value.
Units	8,217 SF Above Grade GBA	79,665 SF Land	79,665 SF / 8 Finished Lots
Value Estimate	\$500,000	\$500,000	\$475,000

The values range from \$475,000 to \$500,000 across three scenarios. A deduction for demolition cost would lower the land value slightly, but its impact should be minor. Overall, the analysis indicates the building improvements contribute no value (100% depreciated) since the land value constitutes 100% of the value as improved. It is clear the subject's highest and best use is transitioning away from the existing church improvements in favor of redevelopment.

The concluded highest and best use as improved is redevelopment of the site with residential uses as warranted by demand.

## INCOME APPROACH

The income capitalization approach analyzes a property's capacity to generate income and converts this capacity into an indication of value. The value of an income producing property is represented by the present worth of future benefits that are derived from ownership. The greater the amount of future benefits, the greater the present worth of the property. Like the sales comparison approach and cost approach, this approach is based on market-derived data.

The procedures to develop the income approach involve the following steps:

- estimate the income potential (rent) by direct comparison with similar use properties;
- estimate expenses for the property from market data;
- reconcile a net operating income for the property;
- develop an appropriate direct capitalization rate; and
- convert the net operating income into value through the direct capitalization technique.

Operating expenses are expenditures required to maintain the improvements and continue the production of income. The net operating income (NOI) is the net income remaining after the operating expenses are deducted from the effective gross income. In this appraisal, the direct capitalization is utilized to estimate value. The direct capitalization method converts the annual net operating income into an indication of present value by dividing the net operating income by a market derived overall capitalization rate. The overall capitalization rate represents the annual rate of return necessary to attract investment. This rate is influenced by the amount of anticipated risk, current market conditions, and competition from alternative investments.

**SUBDIVISION DEVELOPMENT METHOD**

In the case of the subject property, the income approach is not applicable to the improvements, but the subdivision development method is useful in the analysis of highest and best use. This method is briefly employed for an alternative estimate of land value as well as an example of a potential residential development scenario.

The subject site is irregular, but somewhat rectangular in shape with dimensions of roughly 243 feet by 306 feet. Given these dimensions, it is assumed the site could be replatted with a cul-de-sac street extending north from 51<sup>st</sup> Street through the center of the site. The configuration could accommodate about eight lots (about 65 feet wide) appropriate for a planned single-family development in the style of patio homes or villas.

Housing values in the neighborhood vary, but homes adjacent to the south of the subject are valued in the \$250,000 to \$400,000 range by the Johnson County Appraiser. Using the allocation method, a land value ratio of 30% is estimated, given the central location and built-up nature of the market. This would indicate a range of lot values from \$75,000 to \$120,000, based on the neighboring properties. One recent land sale in Westwood occurred at 3015 W. 51<sup>st</sup> Terrace in May of 2012; the lot was 100 feet wide and 145 feet deep and sold for \$165,000. On this basis the finished lot values are estimated at \$100,000 each, indicating gross income of \$800,000 from lot sales.

The cost of infrastructure is estimated at \$300 per linear foot for 250 feet of street improvements, which equates to \$75,000. The cost of engineering and other development costs are estimated as an additional \$75,000, indicating a total development cost of \$150,000. The gross income, net of development costs, would be \$650,000. (\$800,000 less \$150,000 equals \$650,000)

A bulk discount is applied to account for additional selling costs and developer's profit. A bulk discount of 25% indicates a land value of \$475,000, rounded. (\$650,000 x 75% = \$487,500, rounded to \$475,000)

**VALUE ESTIMATE: VACANT LAND**

**\$475,000**

### SALES COMPARISON APPROACH

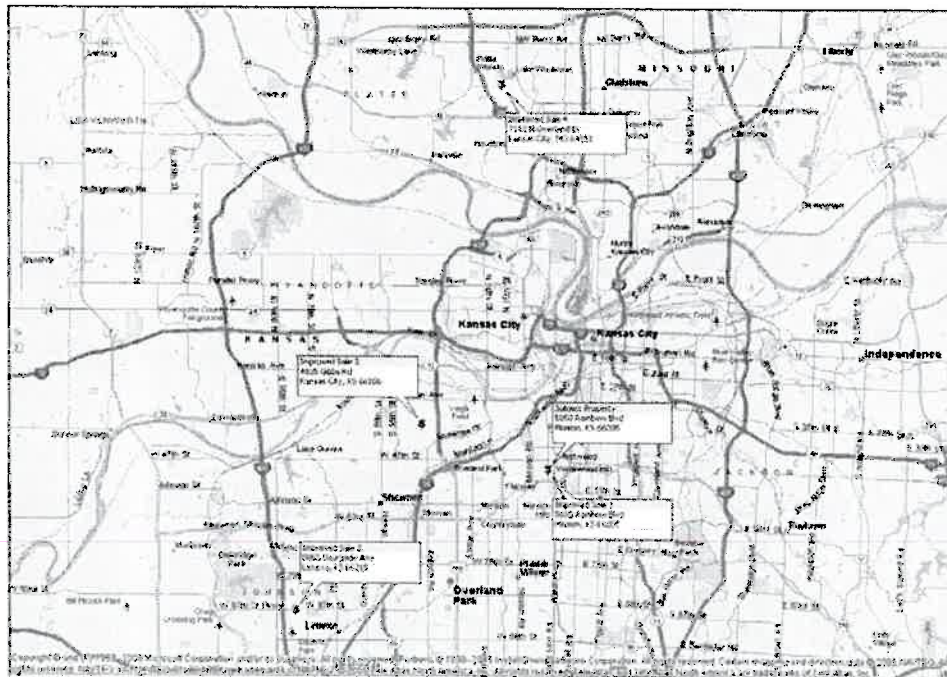
The sales comparison approach involves the principal of substitution—a buyer will not pay more for a property than the cost to acquire a comparable alternative property. So sales of comparable properties are researched for comparison to the subject property, and since no two properties are ever identical, adjustments are applied to address those differences perceived by the market.

### IMPROVED SALES ANALYSIS

The properties below are church buildings across the Metro area. They were selected for their church uses, sale dates of 2009 and after, and building sizes. The unit of comparison is the price per square foot of above grade building area.

No.	Property Name	City, State	Date	Price	Above Grade SF	Basement	Built	LTB Ratio	\$/SF Above Grade SF
1	Westwood Lutheran 5035 Rainbow Blvd	Mission Woods, KS	07/25/11	\$560,000	7,980	7,980	1947	9.0	\$70.18
2	Lenexa Baptist Church 8865 Bourgade Ave	Lenexa, KS	02/24/11	\$527,750	9,920	0	1984/94	6.7	\$53.20
3	Crest Bible Church 4835 Gibbs Rd	Kansas City, KS	01/15/10	\$475,000	8,500	0	1950	14.9	\$55.88
4	Northland Lutheran 7112 Overland Dr	Kansas City, MO	12/11/09	\$565,000	9,734	0	1973	10.2	\$58.04
Sub	Subject Property 5050 Rainbow Blvd	Westwood, KS	-	-	8,217	2,982	1951/62	9.7	-

More detailed descriptions of the sale properties are included in the **DOCUMENTS** section. The locations of the sale properties are shown on the following location map.



Improved Sale Location Map

**Westwood Christian Church****Sales****Adjustment Grid**

The table below illustrates the adjustments considered necessary for each sale. An explanation of the applied adjustments follows the grid.

<b>Category</b>	<b>Subject</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Above Grade SF	8,217	7,980	9,920	8,500	9,734
Basement SF	2,982	7,980	0	0	0
Site (SF)	79,665	71,848	66,111	126,324	99,316
Yr built	1951/62	1947	1984/94	1950	1973
LTB Ratio	9.7	9.0	6.7	14.9	10.2
Date of Sale	-	07/25/11	02/24/11	01/15/10	12/11/09
CE Sale Price	-	\$560,000	\$527,750	\$475,000	\$565,000
Price per SF	-	\$70.18	\$53.20	\$55.88	\$58.04
	-	\$35.09	\$53.20	\$55.88	\$58.04
<b>Transaction Adjustments</b>					
Property rights	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Finance terms	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Conditions of sale	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Buyer's expenditures	-	0%	0%	0%	0%
		\$70.18	\$53.20	\$55.88	\$58.04
Market conditions	-	0%	0%	0%	0%
<b>Adjusted \$/SF</b>		<b>\$70.18</b>	<b>\$53.20</b>	<b>\$55.88</b>	<b>\$58.04</b>
<b>Physical Characteristics</b>					
L/B Ratio / Parking	9.7	0%	5%	-10%	0%
Location	Westwood	0%	0%	0%	0%
Size-GBA	8,217	0%	0%	0%	0%
Age/Condition	1951/62	5%	-10%	0%	0%
Quality/Utility	Average	0%	10%	0%	0%
Other	Basement	-20%	10%	10%	10%
<i>Gross adjustment</i>		25%	35%	20%	10%
<i>Net adjustment</i>		-15%	15%	0%	10%
<b>Adjusted Value per SF</b>		<b>\$59.65</b>	<b>\$61.18</b>	<b>\$55.88</b>	<b>\$63.85</b>

**Transaction Adjustments***Property Rights, Financing Terms*

All the sales involved the fee simple property rights at market terms, so no property rights adjustments are applied. Furthermore, no unusual financing terms are known to have affected the sales, so no financing adjustments are applied.

*Conditions of Sale*

No unusual conditions of sale are known to have affected the sale prices, so no adjustments are applied for conditions of sale.

*Buyer Expenditures*

No adjustments are necessary for buyer expenditures.

*Market Conditions*

The sales occurred in 2009, 2010 and 2011. Although market conditions seem to be improving from their low point in 2009, it is difficult to discern any increase or decrease in market value attributable to market conditions. Overall, the sales are considered contemporary with the effective date of value, so no adjustments are applied for market conditions.

**Characteristics Adjustments***Land-to-Building Ratio*

The land-to-building ratio is the ratio of land area to building area. The sales range from 6.7 to 14.9, which brackets the subject's ratio of 9.7 to one. Sale 2 forms the low end of the range and is slightly inferior to the subject; a minor upward adjustment is applied to Sale 2. The upper end of the range is formed by Sale 3, which is somewhat superior to the subject in this respect, so Sale 3 is adjusted downward. Sales 1 and 4 are sufficiently similar to the subject property, and no further adjustments are applied.

*Location/Access*

The sale properties vary with regard to location/access. They are located across the Metro area, but each sale is either near interstate access or very near the subject property in the case of Sale 1. Considering the subject's specific use as a church, it is difficult to discern any significant differences attributed to location. However, please note that Sale 1 is adjacent to the east of the subject property.

*Building Size (SF)*

The subject property (8,217 SF) is bracketed by the improved sales (7,980 SF to 9,920 SF). These figures refer to above grade square footage; basement spaces are considered under a different heading. Given the similarities between the subject property and the sale properties, no adjustments are necessary for size.

*Age/Condition*

The subject property was constructed in 1951 with an addition in 1962, and it is in average but dated condition, which is not uncommon for church properties. The sale properties are also older churches, generally similar to the subject property in age/condition. Sale 1 reportedly had deferred maintenance (about \$30,000), so a minor upward adjustment is applied to Sale 1. Sale 2 is the newest building, constructed as a shell office building in 1984 and finished as a church in 1994. Sale 2 is considered somewhat superior to the subject and is adjusted downward for age/condition. No further adjustments are considered necessary.

*Quality/Utility*

Sale 2 was originally constructed as an office building but never finished. About ten years later, the shell office building was finished as a church. Since it was not designed as a church, Sale 2 is considered somewhat inferior to the subject property in quality and utility. Sale 2 is adjusted upward for quality/utility. No additional adjustments are considered necessary.

*Other*

The subject property has an unfinished basement with 2,982 SF of space, which adds some utility to the building. Sale 1 has a full, finished basement with kitchen, fellowship hall, classrooms, etc. Consequently, Sale 1 is adjusted downward for its superior finished basement. Sales 2, 3, and 4 do not have basements, so they are inferior to the subject property and are adjusted upward.

**Conclusion**

The adjusted sale prices are arrayed in the following table.

#	Adj. \$/SF	Indication
3	\$55.88	\$459,185
1	\$59.65	\$490,137
2	\$61.18	\$502,722
4	\$63.85	\$524,642
Average	\$60.14	\$494,171
Median	\$60.41	\$496,429

The indicated range of value is \$460,000 to \$520,000, rounded. Collectively, the sales are similar to the subject and provide a reasonable indication of value. Given the subject's physical characteristics, the concluded value is trended toward the middle of the range to \$500,000, near the average of the four improved sales. This value addresses the subject property as it is currently improved with a church building; it is discussed further in the Highest and Best Use section.

**VALUE ESTIMATE: AS IMPROVED**

**\$500,000**

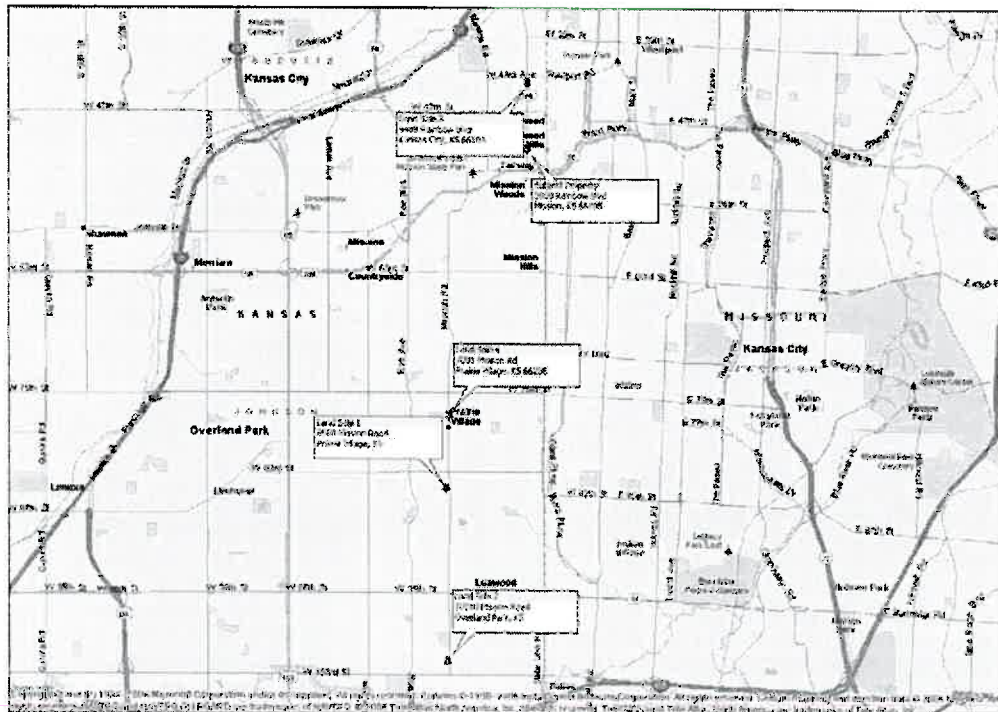


VACANT LAND ANALYSIS

The market was researched for sales of vacant land in the subject's submarket. However, the subject's location in Northeast Johnson County is a well-established area that is essentially fully developed. Most vacant land in the immediate neighborhood was developed decades ago. Consequently, it was necessary to consider some older sales (Sales 3 and 4) as well as a sale that is much larger than the subject property (Sale 1). The following sales were included for their infill locations in established areas of Johnson and Wyandotte Counties. The unit of comparison is the price per square foot of site area.

#	Property Name	Address/Location	SF	Date	Price	\$/SF	Zoning
1	Fmnr Mission Valley	8500 Mission Rd, Prairie Village, KS	802,747	6/20/2011	\$4,935,000	\$6.15	R-1A
2	Olson Trust	10210 Mission Rd, Overland Park, KS	91,736	6/24/2009	\$560,000	\$6.10	R-1
3	Boulevard Row	4409 Rainbow Blvd, Kansas City, KS	55,879	5/16/2005	\$240,000	\$4.29	R-1b
4	Crescent Court	7801 Mission Rd, Prairie Village, KS	42,525	11/22/2003	\$300,000	\$7.05	RP-1b
Sub.	Subject Property	5050 Rainbow Blvd, Westwood, KS	79,665	-	-	-	R-1

Sale 1 is a former middle school purchased for potential redevelopment; the developer has pursued plans with densities higher than single-family (assisted living, etc.). Sale 2 is the sale of a large single-family lot on Mission Road (a major thoroughfare), similar to the subject in size. Sale 3 is an older sale of a site north of the subject on Rainbow Boulevard purchased for development of twelve townhomes. Sale 4 is the oldest sale, but it was a small site purchased for development of five, high-value, single-family villas. These sales are generally similar to the subject site in potential residential use and general location.



Land Sale Location Map



**Adjustment Grid**

The table below illustrates the adjustments considered necessary for each sale. An explanation of the applied adjustments follows the grid.

<b>LAND SALES ADJUSTMENT GRID</b>					
	<b>SUBJECT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Sales Date	Current	6/11	6/09	5/05	11/03
Sales Price	-	\$4,935,000	\$560,000	\$240,000	\$300,000
Land SF	79,665	802,747	91,736	55,879	42,525
Sale Price per SF	-	<b>\$6.15</b>	<b>\$6.10</b>	<b>\$4.29</b>	<b>\$7.05</b>
<b>Transaction Adjustments</b>					
Property Rights	Fee Simple	0%	0%	0%	0%
Financing Terms	Cash to Seller	0%	0%	0%	0%
Conditions of Sale	Normal	0%	0%	0%	0%
Buyer's Expenditures	-	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal		\$6.15	\$6.10	\$4.29	\$7.05
Market Conditions	-	0%	0%	0%	0%
Adjusted Price Per SF		<b>\$6.15</b>	<b>\$6.10</b>	<b>\$4.29</b>	<b>\$7.05</b>
<b>Physical Charac. Adj's.</b>					
Location	Westwood	0%	0%	20%	0%
Size in SF	79,665	0%	0%	0%	0%
Functional Utility	Average	0%	0%	0%	0%
Zoning/Use	R-1/Residential	0%	0%	0%	0%
Gross Adjustment		0%	0%	20%	0%
Net Adjustment		0%	0%	20%	0%
Adjusted Price per SF		<b>\$6.15</b>	<b>\$6.10</b>	<b>\$5.15</b>	<b>\$7.05</b>

**Transaction Adjustments***Property Rights*

All the sales involved the transfer of fee simple property rights at market terms, so no adjustments are applied.

*Financing*

All sales were purchased with cash or its equivalent, so no adjustments are applied for financing.

*Conditions of Sale*

No unusual conditions of sale were known to have affected the sales.

*Buyer's Expenditures*

The sale prices already include adjustments for demolition costs, if necessary, so no further adjustments are applied.

*Market Conditions*

The sales occurred in 2003, 2005, 2009, and 2011. Market conditions varied considerably over this time period with generally rising market conditions through 2007 with a major downturn in 2008/2009 and generally flat conditions since the downturn. The subject's location in a well-established market area with little land available is a stabilizing factor as land values in these areas are often less volatile due to limited supply. The sale prices in this data set are relatively similar across this wide timeframe. Overall, no adjustments are considered necessary for market conditions.

**Physical Adjustments***Location*

Sale 3 is located in Wyandotte County, which is considered somewhat inferior to the subject property's location in Johnson County, so Sale 3 is adjusted upward for location. Sales 1, 2, and 4 are considered more similar to the subject property with their locations along Mission Road in Johnson County. No further location adjustments are applied.

*Size*

The subject property is 79,665 SF, which is bracketed by the land sales at 42,525 SF to 802,747 SF. In general, larger tracts tend to sell for a lower price per unit due to fewer potential buyers/users, higher development costs, and longer time horizons common with larger projects. However, this data set does not indicate the need for a size adjustment. In particular, Sales 1 and 2 are very similar in location and vary widely in size, yet their sale prices per SF are very similar. Overall, Sales 2, 3, and 4 are relatively similar to the subject in size, and despite the much larger size of Sale 1, the data suggests no size adjustment is necessary in this case. Therefore, no size adjustments are applied.

*Functional Utility*

The subject property and the sale properties have adequate functional utility for a variety of residential uses, so no adjustments are applied.

*Zoning/Use*

Each property is zoned for residential uses, sufficiently similar to the subject property, so no adjustments are applied for zoning/use.

**Conclusion**

The adjusted sale prices are arrayed in the following table.

<b>ADJUSTED RANGE OF SALE PRICES</b>		
<b>Sale No.</b>	<b>Unit Price</b>	<b>Appl. To Subject</b>
3	\$5.15	\$410,593
2	\$6.10	\$486,313
1	\$6.15	\$489,752
4	\$7.05	\$562,011
<b>Mean</b>	<b>\$6.12</b>	<b>\$487,167</b>
<b>Median</b>	<b>\$6.13</b>	<b>\$488,032</b>
<b>Minimum</b>	<b>\$5.15</b>	<b>\$410,593</b>
<b>Maximum</b>	<b>\$7.05</b>	<b>\$562,011</b>

After adjustments the land sales indicate a range of value of approximately \$5/SF to \$7/SF with an average of roughly \$6/SF. The subject property has a good location in an established residential area that is centrally located within the Metro. Given the previous analysis and the characteristics of the subject site, the estimated land value is trended toward the middle of the range for a final estimate of \$500,000, rounded, which equates to \$6.28/SF for 79,665 SF of land area. This value addresses the value of the land as though vacant; it is discussed further in the Highest and Best Use section.

**VALUE ESTIMATE: VACANT LAND**

**\$500,000**

Bliss Associates, LLC  
Real Estate Valuation  
and Professional Services

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Kansas City, MO 64106-2145  
816-221-9100  
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Item A. Section X, Item

P.O. Box 31275  
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Via email: Ryan Denk <[rdenk@mvplaw.com](mailto:rdenk@mvplaw.com)>

September 5, 2013

Ryan Denk  
Attorney at Law  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, KS 66103

RE: Westwood Christian Church  
5050 Rainbow Blvd.  
Westwood, KS 66205

Dear Mr. Denk:

This letter is our proposal to appraise the referenced property. The purpose of the appraisal is to estimate fair market value. Real property interest to be valued is the fee simple estate. The effective date of the appraisal will be the date of inspection (current). The intended use, or function, of the appraisal is for a possible purchase by the City of Westwood. The intended users are you and the City of Westwood. The appraisal will conform to Uniform Standards of Professional Appraisal Practice (USPAP). The proposed scope of work includes the development of the cost and sales comparison. Particular attention will be paid to the land value. The reporting will be narrative style and the summary type format.

The cost of the assignment is \$3,000 on a flat-fee basis. This fee is based upon an estimated 20 hours required to complete the assignment at our blended hourly rate of \$150 per hour (rounded). We will furnish one electronic copy (PDF format) and three color copies of the appraisal report. Barring unforeseen circumstances, the appraisal will be completed within three to four weeks of your signed acceptance.

Our terms are net 30 days of report delivery. Please have the responsible part sign and return this letter to engage this assignment.

Thank you for considering Bliss Associates.

Sincerely,  
Bliss Associates, LLC

Robert E. Marx, MAI, SRA  
Vice President

Understood and Agreed to:

\_\_\_\_\_  
Name of Responsible Party

\_\_\_\_\_  
Date

**COMPARABLE SALE NO. 1**

**Assembly/Meeting Place  
Religious Facility**

Former Westwood Lutheran Church  
5035 Rainbow Blvd  
Mission Woods, KS 66205

BlissWorld No. 116909



West Elevation

**Transaction**

Sale Price:	\$600,000	Sale Date:	7/25/2011
Analysis Price:	\$560,000	Deed No.:	COV 347548
Conditions of Sale:	Arm's Length		
Seller:	Westwood Lutheran Church of Johnson County		
Buyer:	Roman Catholic Archdiocese of Kansas City		
Terms:	Market		

The analysis price of the real estate is \$560,000 reflecting the \$40,000 allocated by the seller to furniture, pianos, organ, and statues.  
Note: There is a 1,704 SF house (built in 1951) and 2 car attached garage not included in the GBA.

**Analysis**

Price / SF Building: \$70.18

**Building**

Building SF:	7,980	Effective Year Built:	1947
Year Built:	1947		

**Land**

SF:	71,848	Topography:	Level
Zoning:	R-1		
Tax ID:	MP10000000-0001		
Subdivision:	Holmesland		

The subject suffered from some deferred maintenance estimated at \$30,000 according to the broker. Subject located along the east side of Rainbow Blvd. One story masonry building with a full, finished basement. Basement area has kitchen, fellowship area, classrooms and restrooms. The finished basement area is in addition to the square footage of 7,980 SF. There is a basic house in the rear that is not included in the square footage (1,704SF) but has little if any contributory value.

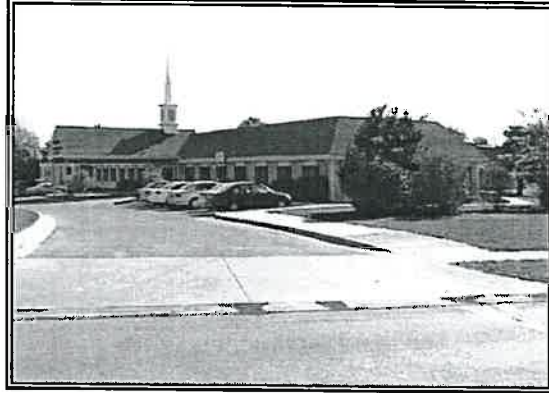
**COMPARABLE SALE NO. 2**

**Assembly/Meeting Place  
Religious Facility**

Religious Facility  
8865 Bourgade Ave  
Lenexa, KS 66219

BlissWorld No. 13160

North Elevation



**Transaction**

Sale Price:	\$527,750	Sale Date:	2/24/2011
Seller:	Celebration Community Church, Inc.	Book:	201102
Buyer:	North Point Community Church, Inc	Page:	6547

**Analysis**

Price / SF Building: \$53.20

**Building**

Building SF:	9,920	Land / Bldg. Ratio:	7.10
# Parking Spaces:	47	Year Built:	1994
Quality:	Average	Condition:	Average To Good
Exterior Walls:	Stucco		

**Land**

SF:	66,111	Topography:	Rolling Land
Acres:	1.52	Utilities - Water:	Yes
Net SF:	70,000	Utilities - Gas:	Yes
Net Acres:	1.60	Utilities - Sewer:	Yes
Zoning:	Np-o	Utilities - Electric:	Yes
Shape:	Irregular		
Frontage:	469.00		
Depth:	270.00		
Easements:	Typical		
Tax ID:	IP43900000 0003		
Legal:	Pt. of the NEQ of S32, T12S, R24E, Lenexa, JoCo.KS		
Section: 32	Township: 12	Range: 24	Quarter Section: NE
Subdivision: Loiret Office Park			Lot: 3 & 6

This property is located on the northeast corner of 89th Street and Bourgade Avenue. The site is highly irregular in shape and contains a gross area of 95,423 SF. However, the southwestern portion of the site is improved with a storm water retention pond. This pond encompasses approximately 25% to 30% of the gross site area. Thus, the net site area is estimated to be approximately 70,000 SF. The improvements consist of a 9,920 SF church facility with a sanctuary (256 seating capacity) offices, classrooms, kitchen and restrooms. The building is a wood frame structure with stucco board exterior walls, slab foundation and built-up roof with composition mansard. The building shell (roof & ext. walls) was constructed in approximately 1984 (intended to be an office building), but remained vacant until the Lenexa Baptist church acquired the property and finished it into a church

facility in 1993-94. There is an asphalt paved parking area striped for approximately 90 cars. The indicated L/B ratio (based on net site area) is 7.1 to 1.

**COMPARABLE SALE NO. 3**

**Assembly/Meeting Place  
Religious Facility**

Church  
4835 Gibbs Rd  
Kansas City, KS 66106

BlissWorld No. 118167



North Elevation

**Transaction**

Sale Price:	\$475,000	Sale Date:	1/15/2010
Seller:	Christ Bible Church	Book:	4857
Buyer:	New Life Fellowship Church	Page:	601

**Analysis**

Price / SF Building: \$58.07

**Building**

Building SF:	8,500	Year Built:	1950
Quality:	Average	Condition:	Average
Const. Class:	Class D	Exterior Walls:	Brick
Parking Surface:	Tar & Gravel		

**Land**

SF:	126,324	Topography:	Gently Sloping
Zoning:	R-1	Utilities - Water:	Yes
Frontage:	199.50	Utilities - Gas:	Yes
Depth:	633.75	Utilities - Sewer:	Yes
		Utilities - Electric:	Yes
Tax ID:	915610		
Section: 36	Township: 11	Range: 24	Quarter Section: NE

The property is located between 47th and 48th Streets on the south side of Gibbs Road about one quarter mile east of I-635. Gibbs Road has no interchange with I-635 and access is circuitous. The property has 199.5 ft. of frontage and is 633.75 ft. deep. It slopes down gently from the frontage to the south. The site contains 126,441 SF of land area and is zoned R-1. There a gravel paved lot on the south side of the church with parking for 60 to 80 cars.

The improvements consist of an 8,180 SF church including 4,090 SF of finished lower level space that is walkout. The upper level consists of a sanctuary and some classroom space. The lower level has classrooms, and small fellowship hall and a kitchen. The HVAC was replaced in 2009 and 3 new furnaces were installed in 2003. The kitchen was also remodeled in 2009 and is fully equipped.

There are also two single family residences that are used as classroom and office space.

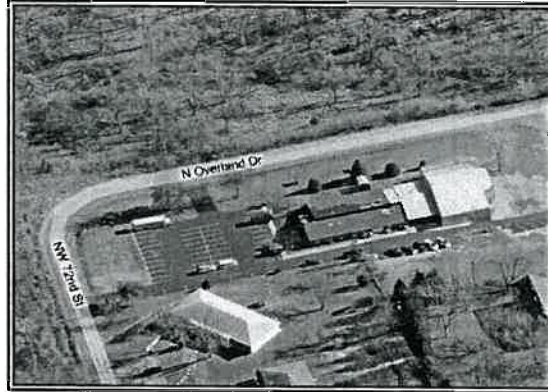


**COMPARABLE SALE NO. 4**

**Assembly/Meeting Place  
Religious Facility**

Northland Lutheran Church/School  
7112 Overland Dr  
Kansas City, MO 64151

BlissWorld No. 113918



**Transaction**

Sale Price:	\$565,000	Sale Date:	12/11/2009
Seller:	Rolling Hills Community Church	Deed No.:	2009017763
Buyer:	Northland Lutheran School Assoc., Inc.	Book:	1150
		Page:	690

The buyer spent a reported \$750k in remodeling and a 9,501 SF expansion.

**Analysis**

Price / SF Building: \$58.04

**Building**

Building SF:	9,734	Year Built:	1973
Quality:	Average	Condition:	Average
Exterior Walls:	Brick		

**Land**

SF:	99,316	Utilities - Water:	Yes
Acres:	2.28	Utilities - Gas:	Yes
Zoning:	R-7.5	Utilities - Sewer:	Yes
		Utilities - Electric:	Yes
Tax ID:	19-4.0-19-100-001-001		
Section: 19	Township: 51	Range:	33

The property is located at the southeast corner of 72nd Street and Overland Dr. in Kansas City Mo. The site has 160 ft. of frontage along 72nd Street and 430 ft. along Overland Dr. and contains 68,800 SF. The site is level topography and is zoned for residential use.

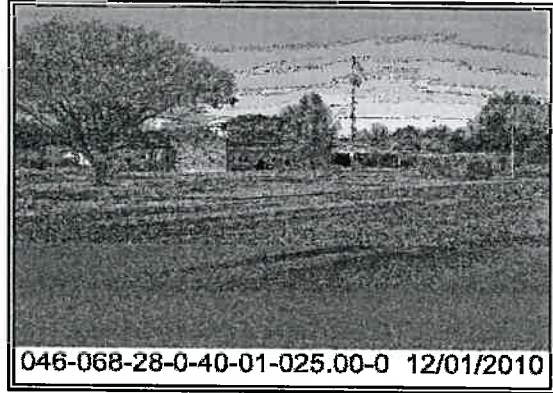
The original building was constructed in 1973 and had an addition in 2002. A 9,501 SF addition was built in 2009 and the total gross building area after the expansion is 19,235 SF.

**COMPARABLE SALE NO. 1**

**Land  
Planned Development (PUD)**

Mission Chateau (formerly Mission Valle)  
8500 Mission Rd  
Prairie Village, KS 66208

BlissWorld No. 114221



**Transaction**

Sale Price:	\$4,435,000	Sale Date:	6/20/2011
Analysis Price:	\$4,935,000		
Conditions of Sale:	market		
Interest Conveyed:	Fee Simple		
Seller:	SMSD		
Buyer:	MVS, LLC (Tuterra)		
Terms:	cash to seller		

Buyer has proposed several redevelopment projects all with greater density than single family subject to rezoning. Considerable opposition to the rezoning still pending. In 2013 the footprint was proposed at approx. 185,000 SF.

**Analysis**

Price / SF Land: \$6.15

**Land**

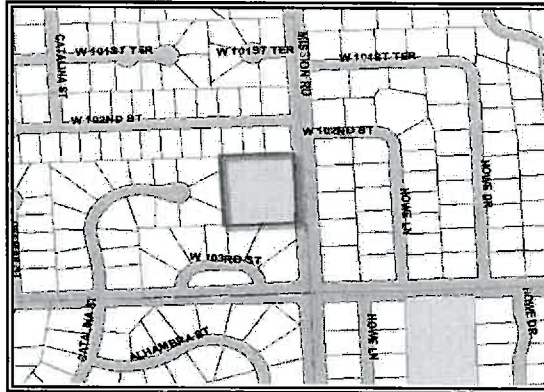
SF:	802,747	Topography:	Level
Acres:	18.43		
Zoning:	R-1A		
Shape:	Irregular		
Tax ID:	0460682804001025000		
Legal:	Block 1, Meadowbrook Junior High School Plat		

**COMPARABLE SALE NO. 2**

**Land  
Residential (Single-Family)**

Olson, Orville R. - Trust  
10210 Mission Rd  
Overland Park, KS 66206

BlissWorld No. 91433



**Transaction**

Sale Price:	\$550,000	Sale Date:	6/24/2009
Analysis Price:	\$560,000	Book:	200907
Conditions of Sale:	Market	Page:	855
Interest Conveyed:	Fee Simple		
Seller:	Damon Denslow Olson, Trustee		
Buyer:	John C McCarthy and Nancy A McCarthy		
Terms:	Cash to seller		

The buyer razed the 2,400 sq. ft. 1950s vintage house, garage, porches, and garden shed. The unit price includes the cost of demolition estimated at \$10,000. The unit price of \$6.09 per sq. ft. is for the net land area (a small sliver of the property will need to be vacated upon any replatting).

**Analysis**

Price / SF Land: \$6.09

**Land**

SF:	91,736	Topography:	Hilly
Acres:	2.11		
Net SF:	91,912		
Net Acres:	2.11		
Zoning:	R-1 Sfr		
Shape:	Rectangular		
Frontage:	326.00		
Depth:	276.00		
Tax ID:	NF251304-4011		
Legal:	N 1/2 SE 1/4 SE 1/4 SE 1/4 Ex 30' Ex Pt Platted & Ex .0825 Ac 2.3675 Ac M/L		
Section: 4	Township: 13	Range:	25

**COMPARABLE SALE NO. 3**

**Land  
Multi-Family  
Duplex & 3-4 Plex**

Boulevard Row TH Assemblage  
4409 Rainbow Blvd  
Kansas City, KS 66103

BlissWorld No. 95429



2010 Aerial Photography

**Transaction**

Sale Price:	\$235,000	Sale Date:	05/16/2005
Analysis Price:	\$240,000	Deed No.:	WD
Conditions of Sale:	Market		
Seller:	three sellers		
Buyer:	Boulevard ROW		
Terms:	cash to seller		

The buyer razed the house at 4455 Rainbow at an estimated cost of \$5,000 making the effective price \$240,000 or \$4.29 per SF. The assemblage contains three discontinuous pieces: the largest is 4455-4463 Rainbow with 31,609 SF. The other two pieces are separate by four houses, three of which are contiguous and north of the largest piece. The buyer intends to build 12 townhomes/condos on the largest piece. rem

**Analysis**

Price / SF Land: \$4.20

**Land**

SF:	55,879	Topography:	Level
Acres:	1.28	Utilities - Water:	Yes
Zoning:	R1b	Utilities - Gas:	Yes
Shape:	3 Pieces	Utilities - Sewer:	Yes
Frontage:	412.00	Utilities - Electric	Yes
Depth:	136.00		

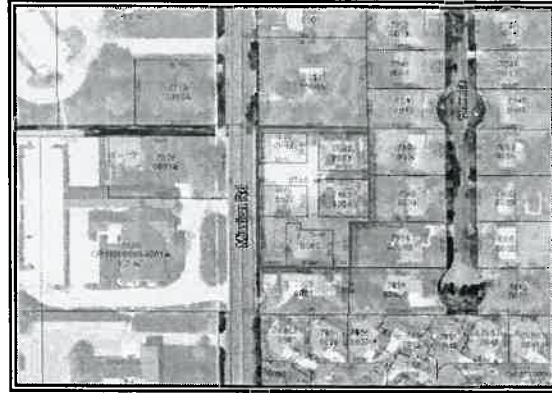
This property consists of three tracts in an assemblage. The largest piece contained three parcels: 4409; 4425,27,45; and 4459,61,63. Two smaller pieces were added: 60 ft. in 4455 and 40 ft. in 4457. rem

**COMPARABLE SALE NO. 4**

**Land**  
**Subdivision-Residential**

Crescent Court  
7801 Mission Rd  
Prairie Village, KS 66208

BlissWorld No. 82514



2012 Aerial Photography

**Transaction**

Sale Price:	\$300,000	Sale Date:	11/22/2003
Conditions of Sale:	Arm's Length	Deed No.:	Warranty Deed
Seller:	Fred N. Coulson, III		
Buyer:	Robert W. Royer		
Terms:	Cash to seller		

The sale consists of two contiguous tract that were recently assembled by the seller and are under contract for a total price of \$300,000.

**Analysis**

Price / SF Land:	\$7.05	Price / Acre Land:	\$306,122
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**Land**

SF:	42,525	Topography:	Rolling Land
Acres:	0.98	Utilities - Water:	Yes
Net Acres:	0.90	Utilities - Gas:	Yes
Zoning:	Rp1-b	Utilities - Sewer:	Yes
Shape:	Irregular	Utilities - Electric:	Yes
Frontage:	246.00	Improvements:	Proposed
Easements:	Typical	Highest&Best Use:	Sfr
Tax ID:	OP27000000 0005A/0002		
Legal:	Meadow View, Lot 5		

The site is located on the east side of Mission Road, approximately one block north of the intersection of 79th Street and Mission Road. The site is proposed for development with 5 single family villa homes to be priced from \$800,000 to \$950,000.



## JOHN T. ROBERTSON, MAI

### **Certifications**

- Member Appraisal Institute (MAI) No. 12435
- Missouri State Certified General Real Property Appraiser No. 2002014940
- Kansas State Certified General Real Property Appraiser No. G-1780

### **Experience**

- 14 years of full-time real estate appraisal experience involving a variety of property types: vacant land, retail, office, industrial, multi-family, and special-use
- October 2005 to Present – Associate Appraiser, Bliss Associates, LLC, Kansas City, Missouri

### **Formal Education**

- Bachelor of Arts in English & Secondary Education  
Rockhurst College, Kansas City, Missouri

### **Professional Affiliations**

- Designated Member—Appraisal Institute (2006 to present)
- Associate Member—Appraisal Institute (2002 to 2006)
- Co-Chair of Associate Member Guidance Committee—Appraisal Institute (2009)

### **Course Work & Seminars**

- October 2001 – Lowman & Co.: Income Capitalization Overview
- October 2001 – AI Course: 310: Basic Income Capitalization
- November 2001 – AI Course 410: USPAP: Part A
- May 2002 – AI Course 520: Highest & Best Use and Market Analysis
- February 2003 – AI Course 510: Advanced Income Capitalization
- November 2003 – AI Course 420: Business Practices and Ethics
- February 2004 – AI Course 540: Report Writing and Valuation Analysis
- June 2004 – AI Course 530: Advanced Sales Comparison and Cost Approaches
- January 2005 – AI Course 550: Advanced Applications
- July 2005 – Ted Whitmer Comprehensive Appraisal Workshop
- March 2006 – AI Seminar: Market Analysis and the Site to Do Business
- February 2007 – AI Seminar: Evaluating Commercial Construction
- January 2008 – AI Seminar: Appraisal Review – General
- October 2008 – AI Seminar: Valuing Green Buildings
- May 2009 – AI Seminar: Marshall & Swift Commercial Cost Training
- May 2010 – IAAO Seminar: Hotel Appraisal Seminar
- October 2010 – AI Seminar: Appraisal Curriculum Overview (2-day General)
- September 2011 – AI Seminar: Introduction to Conservation Easement Valuation
- December 2011 – AI Seminar: Small Hotel/Motel Valuation
- December 2011 – AI Seminar: Analyzing Operating Expenses
- December 2011 – AI Seminar: Business Practices and Ethics
- September 2012 – AI Seminar: Analyzing Tenant Credit Risk and  
Commercial Lease Analysis
- November 2012 – AI Seminar: Marketability Studies: Six-Step Process &  
Basic Applications
- Uniform Standards of Professional Appraisal Practice (USPAP Update)\*\*  
(\*\*taken every 2 years as required)

10



March 24, 2014

Mr. John M. Yé  
Mayor  
City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

**RE: Westwood Christian Church- Phase I Environmental Site Assessment  
5050 Rainbow Boulevard  
Westwood, Kansas 66205  
KCTE Project Number: E-14-030**

Dear Mr. Yé:

Kansas City Testing & Engineering, LLC (KCTE) is pleased to provide the City of Westwood, Kansas with the results of our Phase I Environmental Site Assessment (ESA) for the above-referenced property. Our services were provided in general accordance with the requirements of the American Society for Testing and Materials (ASTM) E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. If there are questions regarding this report, or a need for further information, please contact the KCTE office at 913-321-8100.

Respectfully submitted,

**Kansas City Testing & Engineering, LLC**

A handwritten signature in black ink, appearing to read 'Nick Godfrey'.

Nick Godfrey  
Environmental Scientist / Project Manager



**PHASE I ENVIRONMENTAL SITE ASSESSMENT**

Westwood Christian Church  
5050 Rainbow Boulevard  
Westwood, Kansas 66205

Prepared For:

City of Westwood, Kansas  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

Prepared By:

Kansas City Testing & Engineering, LLC  
1308 Adams Street  
Kansas City, Kansas 66103  
(913) 321-8100

March 24, 2014



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## 1.0 EXECUTIVE SUMMARY

A Phase I Environmental Site Assessment (Phase I ESA) was performed for the subject property which consists of the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Kansas. The Westwood Christian Church is located on an approximately 1.7 acre lot generally located in northeast Johnson County near the Missouri state line. The property is located adjacent north of West 51<sup>st</sup> Street and west of Rainbow Boulevard. The property is currently under acquisition by the City of Westwood, Kansas from The Disciples of Christ of Greater Kansas City for future and unspecified use by the City.

**Visual Reconnaissance** – The subject property was visited by Mr. Nick Godfrey and Mr. Andrew Michael on March 12, 2014. The purpose of the site reconnaissance was to note visual evidence of recognized environmental conditions (RECs) and consisted of walking and observation of the subject property and surrounding sites. During the reconnaissance, no evidence of hazardous materials or petroleum products thought to be considered a REC to the subject property was observed. No evidence of any REC was identified during the visual reconnaissance.

**Historical Information** – Based on a review of historic aerial photographs, and interviews with current and past owners, the subject property has historically been home to the Westwood Christian Church of Westwood, Kansas. The original structure was constructed in the mid 1950s. A second chapel was added to the south side of the church in 1962. Since that time the church structure has remained relatively unchanged up to the present date. Since its inception the subject property has only been home to the Westwood Christian Church. Additionally, the church had owned the property outright since its inception up until early 2014, at which point ownership was transferred to the parent organization of the church, the Christian Church (Disciples of Christ) of Greater Kansas City. No evidence of REC was identified during the review of historical information.

**Database Onsite and Off Site** – A current review of regulatory databases found one Resource Conservation and Recovery Act- Large Quantity Generator (RCRA-LQG), two Underground Storage Tank (UST) sites, one Aboveground Storage Tank (AST) site, seven Leaking Underground Storage Tank (LUST) sites, and one Historical Dry Cleaner site within the general vicinity of the subject property. In total, there were 12 identified database listings for facilities that could be mapped within the search radii of the subject property, as well as 6 database listings for “non-geocoded” or “orphan” facilities that, because of poor or inadequate address information, could not be mapped. Upon review of the available resources acquired by KCTE in regards to these 18 listings, it has been determined that none of these sites poses a REC to the subject property.

**Evaluation** - KCTE has performed a Phase I ESA in accordance with the requirements the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312, the ASTM Standard Practice for Environmental Site Assessments: Phase I for Environmental Site Assessments Process, Designation E 1527-13, for the subject property described as the Westwood Christian Church located at 5050 Rainbow Boulevard in Johnson County, Westwood, Kansas. Any exceptions to, or deletions from, this practice are described in Section 2.3 and 9.0 of this report.

**This assessment has revealed no evidence of recognized environmental conditions in connection with the subject property.**

The summary presented above is general in nature and should not be considered apart from the entire text of the report, with all the qualifications and considerations mentioned therein. Details of our evaluation and recommendations are discussed in the following sections and in the appendices of this report.

## 2.0 INTRODUCTION

### 2.1 PURPOSE

The purpose of this Phase I Environmental Site Assessment (Phase I ESA) was to evaluate the subject property known as the Westwood Christian Church, which occupies approximately 1.7 acres worth of land located at 5050 Rainbow Boulevard in Johnson County, Westwood, Kansas, for conditions of potential environmental liability to the User of this report. The Phase I ESA provides a preliminary information base for an evaluation of existing conditions in accordance with the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312, the ASTM Standard Practice for Environmental Site Assessments: Phase I for Environmental Site Assessments Process, Designation E 1527-13.

The purpose of this practice is to define good commercial and customary practice in the U.S. for with respect to a range of contaminants within the scope of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this is intended to satisfy the user of one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (landowner liability protections).

The conclusions of this submittal are based upon readily available data and are intended to present a general opinion of environmental conditions that could affect the property. The report has been prepared for internal purposes only, and is not intended for the purpose of fulfilling government reporting requirements.

### 2.2 SPECIAL TERMS AND CONDITIONS/SCOPE OF SERVICES

KCTE was contracted by to conduct a Phase I ESA of the above-referenced subject property in accordance with the practice defined by ASTM E 1527-13. The ESA was performed to identify recognized environmental conditions (REC) associated with the subject property, and consisted of a site reconnaissance, interviews and a review of available information in connection with the property and nearby properties.

The term REC means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.

A written report was prepared for submission to The City of Westwood, Kansas summarizing the results of this evaluation and provides recommendations, if any, for further evaluation. The report included the following items, to the extent considered appropriate, to assess the referenced location of potential risk for environmental impairment liability, and within the designated work scope of this evaluation.

1. Identified the subject property location and performed a walkover visual reconnaissance.
2. Reviewed historical ownership and use of the subject property, incorporating such available information as historical aerial photographs, plat maps, fire insurance maps, land use history and/or interviews.
3. Reviewed the use of the subject property and adjacent sites, where accessible, for use of hazardous waste/materials, solid wastes and other deleterious materials.
4. Reviewed information as it was reasonably ascertainable for past inspections, investigations, claims, agency actions or litigation relating to hazardous materials, from the sources identified below.
5. Evaluated information based on visual reconnaissance and information obtained from standard federal and state environmental record sources and from reasonably ascertainable additional state or local environmental sources.
6. Observed existing chemical containers, vessels, transformers or other equipment on the subject property for indications of leakage, PCB, chemical and petroleum content designation.
7. Provided photographs of site conditions during the reconnaissance.
8. Provided a site layout and areas of concern, if any.
9. Performed a visual reconnaissance and historical review to identify potential recognized environmental conditions in connection with the subject property.

---

## 2.3 LIMITATIONS

The Phase I ESA involved a reconnaissance of the subject property and adjoining sites, and a review of regulatory and historical information in accordance with the ASTM Practice. No soil, water, air, radon, or other chemical sampling, testing or contaminant screening was conducted.

KCTE has performed the services in a manner consistent with that level of care and skill ordinarily exercised by other members of our profession currently practicing in the same locality and under similar conditions, within the limitations of ASTM E 1527-13 standard, the All Appropriate Inquires Rule established by the U.S. Environmental Protection Agency (40 C.F.R. Part 312). The findings of this Phase I ESA are not intended to serve as an audit of health and safety or compliance issues pertaining to improvements or activities on-site.

For these services, KCTE utilized information provided by Environmental Data Resources Inc. (EDR) for records review. While these databases provided by EDR are generally reliable and comprehensive, cases in which data are out of date and no longer reflect actual property conditions may occur. KCTE is not responsible or liable for the discovery and elimination of hazards not identified in this report that may potentially cause damage, accidents or injuries. All observations and conclusions pertaining to environmental conditions at the subject property are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No other warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report.

This report is certified to, can be relied upon by, and has been prepared for the exclusive use of the following entities: The City of Westwood, Kansas and McAnany, Van Cleave & Phillips, P.A. These entities can convey this report to an affiliate, related entity, subsidiary, lender, title insurer, city agency or current property owner(s) and their agents, but further dissemination requires prior written approval from KCTE. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties. Any third party use, or reliance on this report, shall be limited by the terms and conditions in the original contract, the exceptions and limitations in the report, and with the acknowledgment that actual site conditions may change with time, and that hidden conditions may exist at the site that were not discoverable within the scope of the assessment.





### 3.0 SITE DESCRIPTION

#### 3.1 LOCATION AND LEGAL DESCRIPTION

The subject property is described as the Westwood Christian Church, which includes a church, parking lot, and associate land located at 5050 rainbow Boulevard in Johnson County, Westwood, Kansas. The subject property is located in northeastern Johnson County near the Missouri state line and constitutes approximately 1.7 acres of land. The general vicinity of the subject property includes a school, a city park, and several residential neighborhood developments. The approximate center point of the subject property is located at 39.036471° north latitude and -94.612455° west longitude (Google Earth 2014). Site Location and Layout Maps are included in Appendix A of this report.

The legal description is as follows:

*Lots 12, 13, and 14, KLASSIN PLACE, and all of the East 268.58 feet of Lot 8, HOMESLAND, except for the East 23 feet thereof, all in Johnson County, Kansas.*

#### 3.2 CURRENT USE(S) OF THE PROPERTY & ADJOINING PROPERTIES

The subject property is currently home to the former Westwood Christian Church of Westwood, Kansas. Adjoining properties were visually examined from public access right-of-ways and a cursory walk of the properties to make an assessment of the current land use and its potential for recognized environmental conditions that may have an impact on the site. Reconnaissance of adjoining properties was performed by viewing land use from legal boundaries or walking onto or by walking upon the adjoining properties that were legally accessible. Adjoining development to the site is as follows:

**North:** City of Westwood Park and West 50<sup>th</sup> Street Beyond

**East:** Rainbow Boulevard, St. Rose Philippine Catholic Church, and Single-Family Residential Properties Beyond

**South:** West 51<sup>st</sup> Street and Single-Family Residential Properties Beyond

**West:** Westwood View Elementary School and Single-Family Residential Properties Beyond

#### 3.3 DESCRIPTIONS OF STRUCTURES, ROADS, OTHER IMPROVEMENTS ON THE SITE

The subject property is situated west of Rainbow Boulevard and north of West 51<sup>st</sup> Street in Westwood, Kansas. The property is accessible from both these roads: from Rainbow Boulevard to the east and from West 51<sup>st</sup> Street to the south. The only structure that currently occupies the subject property lot is the single church structure that once was home to the Westwood Christian Church. Parking areas are located adjacent north and west of the church.



## **4.0 USER PROVIDED INFORMATION**

### **4.1 TITLE RECORDS**

KCTE was not provided of a 50-year chain of title search report for the subject property for review. However, based on interviews with current and previous owners, the subject property is believed to have been under the ownership of Westwood Christian Church from the mid 1950s to January 2014. In January 2014 ownership was transferred to the church's parent organization, the Christian Church (Disciples of Christ) of Greater Kansas City, who remains the current owners of the subject property as of the date of this report. Historic ownership and acquisition information is further described in Section 8.0.

### **4.2 ENVIRONMENTAL LIENS OR ACTIVITY AND USE LIMITATIONS**

No environmental liens or governmental notification relating to past or current violations of environmental laws with respect to the property regarding activity and use limitations were reported or are known.

### **4.3 SPECIALIZED KNOWLEDGE**

There was no known specialized knowledge or experience reported by current or past owners that would be considered to be material to recognized environmental conditions in connection with the subject property.

### **4.4 COMMONLY KNOWN OR REASONABLY ASCERTAINABLE INFORMATION**

No commonly known or reasonably ascertainable information within the local community about the property, material to recognized environmental conditions in connection with the property, was identified during the performance of this assessment.

### **4.5 VALUATION REDUCTION FOR ENVIRONMENTAL ISSUES**

No known information or knowledge was reported by the User, Current Owner's Representative, or Past Owner indicating the subject property to have less value due to environmental issues.

### **4.6 USER QUESTIONNAIRE**

A User Questionnaire completed by Mr. Frederick L. Sherman, City Clerk for the City of Westwood, Kansas, is included in Appendix B to this report. According to Mr. Sherman no environmental concerns are known currently or historically to have been present at the property. In the questionnaire, he indicated that the past use of the site was as a church. He mentioned that the City of Westwood owns the adjacent park property to the north and that there have been no environmental issues or problems at the City owned land. Mr. Sherman indicated that the purchase price of the property reflected fair market value and that no assumptions relative to site contamination had been made by the City.

### **4.7 OWNER, PROPERTY MANAGER, AND OCCUPANT INFORMATION**

From the church's inception in the mid-1950s to January of 2014, the Westwood Christian Church was the legal owner of the subject property. In early 2014 the Westwood Christian Church transferred ownership of the property to the Disciples of Christ of Greater Kansas City, the parent organization for the Westwood Christian Church. The Disciples of Christ of Greater Kansas City remain the current owners of the subject property as of the time of this report. The City of Westwood, Kansas has purchased the property and transfer of ownership is anticipated from the Disciples of Christ following the due diligence period.





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## 5.0 RECORDS REVIEW

### 5.1 STANDARD ENVIRONMENTAL RECORD SOURCES

KCTE reviewed federal, state, and local environmental records pertaining to the subject property and vicinity. In performing this review, KCTE used the services of Environmental Data Resources, Inc. (EDR), a vendor specializing in the search and retrieval of governmental environmental databases. These federal, state, and local databases include information regarding reported hazardous materials use and storage; facilities that treat, store, dispose, or generate hazardous waste; solid waste landfills, transfer stations, and incinerators; leaking underground storage tanks; discharges of petroleum and other hazardous substances; and reported incidents of contamination. The EDR Report (Inquiry Number 3866250.2s, February 26, 2014) is presented in Appendix C and includes: (1) a street map showing the approximate locations of sites identified within two miles of the subject property; (2) a complete listing of findings; and (3) a description of the databases searched.

Regulatory, database review was conducted for the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Kansas. The databases searched have been developed and are updated by federal, state, and local agencies. The Government Records Searched/Data Currency Tracking section of the environmental report identifies when each record was updated (see Appendix C).

The facilities cited in the environmental database are summarized in Table 1. The subject property was not listed in the databases searched. Overall, 12 database listings for other facilities that could be mapped within the search radii, as well as 6 database listings for "non-geocoded" or "orphan" facilities that, because of poor or inadequate address information, could not be mapped were identified and are described below.



**TABLE 1  
SUMMARY OF REGULATORY AGENCY DATABASE REVIEW**

Database Searched	Search Distance (miles)	Subject Property Identified	Number of Other Facilities within Search Distance
<b>Federal Records</b>			
CERCLIS	0.50	No	0 (1 orphan)
FINDS	0.25	No	0 (0 orphan)
RCRA-LQG	0.25	No	1 (0 orphan)
RCRA-SQG	0.25	No	0 (0 orphan)
RCRA-CESQG	0.25	No	0 (0 orphan)
RCRA-NONGEN	0.25	No	0 (1 orphan)
RCRA-CORRACTS	1.0	No	0 (0 orphan)
CERC-NFRAP	0.50	No	0 (0 orphan)
<b>State and Local Records</b>			
UST	0.25	No	2 (1 orphan)
AST	0.25	No	1 (0 orphan)
LUST	0.50	No	7 (0 orphan)
SHWS	1.00	No	0 (2 orphan)
SWF/LF	0.50	No	0 (1 orphan)
VCP	0.50	No	0 (0 orphan)
BROWNFIELDS (State Record)	0.50	No	0 (0 orphan)
US BROWNFIELDS (Local Record)	0.50	No	0 (0 orphan)
<b>EDR Proprietary Records</b>			
EDR US HIST DRY CLEANERS	1.00	No	1 (0 orphan)
<b>Total Number of Database Listings *</b>			<b>12 (6 orphan)</b>

Notes:

\* Note that a facility may occur on more than one database.

- AST Above Ground Storage Tank
- CERCLA Comprehensive Environmental Response Compensation and Liability Act
- CERCLIS Comprehensive Environmental Response, Compensation, and Liability Information System
- CESQG Conditionally Exempt Small Quantity Generator
- CORRACTS Corrective Action Sites
- FINDS Facility Index System
- HIST Historical
- LUST Leaking Underground Storage Tank
- NFRAP No Further Remedial Action Planned
- NONGEN Non-generators
- RCRA Resource Conservation and Recovery Act
- SWF/LF Solid Waste Facility/Landfill Facility
- SHWS State Hazardous Waste Site (Superfund State Program List)
- SQG Small Quantity Generator
- UST Underground Storage Tank
- VCP Voluntary Cleanup Program
- US United States
- UST Underground Storage Tank

Facilities listed within the database report are summarized in Table 2.



**TABLE 2  
SUMMARY OF REGULATORY AGENCY DATABASE LISTINGS WITHIN APPROPRIATE SEARCH RADIUS**

Distance from Subject Property (Miles)	Address	Direction from Subject Property	Facility Name	Database	Current Status	REC to Subject Property? (Basis)
0.125-0.25	2330 Shawnee Mission Parkway Westwood, Kansas 66205	S	University of Kansas Hospital Authority Westwood	RCRA-LQG	No Violations Found	No (Status, Down Gradient)
				LUST	Closed	No (Status, Down Gradient)
				UST	Permanently Out of Use	No (Status, Down Gradient)
				AST	Current In Use, No Violation Found	No (Status, Down Gradient)
	4935 Belinder Road Westwood, Kansas 66205	NW	KMBZ/KMBR Transmitter Site	LUST	Closed	No (Status)
				UST	Permanently Out of Use	No (Status)
	5012 State Line Road Westwood, Kansas 66205	E	Westwood Hills Shopping Center	LUST	Closed	No (Status; Down Gradient)
5004 State Line Road Kansas City, Missouri	ENE	De Ford Dinwiddle West Cleaners	Hist Cleaners	Closed, Out of Use	No (Status; Down Gradient)	
0.25-0.5	4814 Shawnee Mission Parkway Fairway, Kansas 66205	SW	Fairway BP	LUST	Monitor	No (Status, See Below) <sup>1</sup>
	2701 West 47 <sup>th</sup> Westwood, Kansas	NNW	Charlie Williams Import Parts	LUST	Closed	No (Status)
	47 <sup>th</sup> & Rainbow Boulevard Westwood, Kansas	N	Not Reported	LUST	Closed	No (Status)
	1900 West 47 <sup>th</sup> Place Westwood, Kansas 66205	NNE	City of Westwood	LUST	Closed	No (Status; Down-Gradient)

Notes:

- AST Aboveground Storage Tank
- CLEANERS Dry Cleaners
- E East
- ENE East-northeast
- HIST Historical
- N North
- NNE North-northeast
- NNW North-northwest
- NW Northwest
- LQG Large Quantity Generator
- LUST Leaking Underground Storage Tank Site
- RCRA Resource Conservation and Recovery Act
- S South
- SW Southwest
- UST Underground Storage Tank

## **1 Fairway BP**

The Fairway BP is a registered petroleum Leaking Underground Storage Tank (LUST) site historically located at 4814 Shawnee Mission Parkway in Fairway, Kansas 66205. The site of the former station was geologically up-gradient and located approximately 0.38 mile southwest of the subject property. Contamination was found at the site in February of 1990 when visual indications of releases under the spill containment were found during the removal of 4 USTs. Groundwater contamination was found to extend off the site south across Shawnee Mission Parkway due to a prior release. These USTs were removed and the site is currently under monitoring by KDHE. Additionally, 4 more USTs were removed from the site in October of 2008 and since this time the facility has been permanently out of use. Given the relative distance to the subject property and the status of the site presently, the presence of this former LUST site is not considered to pose a REC to the subject property.

As noted above, EDR identified 6 database listings for "non-geocoded" or "orphan" facilities that, because of poor or inadequate address information, could not be mapped by EDR. According to a street map, on-line mapping resources, and information obtained during the site reconnaissance, none of these 6 "non-geocoded" facilities are within the appropriate search radius from the subject property. These facilities include: 2 State Hazardous Waste Sites (SHWS), 1 Solid Waste Facility/Landfill Facility (SWF/LF) site, 1 Comprehensive Response, Compensation, and Liability Information System (CERCLIS) site, 1 Aboveground Storage Tank (AST) site, 1 Resource Conservation and Recovery Act Non-Generator (RCRA NonGen) site. These "orphan" sites were not found to be within the appropriate search radius from the subject property and therefore, are not thought to pose a REC to the subject property.

## **5.2 ADDITIONAL ENVIRONMENTAL RECORD SOURCES**

Additional environmental record sources were reviewed as presented in the following subsection.

### **5.2.1 Physical Setting Source(s)**

Physical setting information was obtained for the subject property and surrounding area from various different sources including USGS topographic maps, soil surveys, and on-line geology and groundwater sources.

### **5.2.2 Current Topographic Map**

The 1996 United States Geological Survey (USGS) 7.5 Minute Topographic Map of Kansas City, Missouri and Kansas City, Kansas indicates the surface elevation of the subject property to be approximately 938 feet above mean sea level (MSL). The topography of the immediate area is relatively consistent. Generally, surrounding properties to the south and east are located at lower elevation than those north and west of the subject property. This is consistent with observations made during the site reconnaissance.

### **5.2.3 Geologic, Hydrogeologic, Hydrologic, and Topographic Conditions**

The subject property is located within the Central Lowland Physiographic province (Groundwater Atlas of the United States, Kansas, Missouri and Nebraska HA 730-D), and it is underlain by the Western Interior Plains aquifer system. This system consists of water-yielding dolomite, limestone, and sandstone. The system consists of lower aquifer units in rocks of Ordovician and Cambrian age, a shale confining unit of Mississippian and Devonian age, and an upper aquifer unit of Mississippian limestone.

According to the EDR Geochek Report which is based on the United States Department of Agriculture, Soil Conservation Service (STATSGO) data, the majority of the soil at the site is Sharpsburg silty clay loam. Sharpsburg silty clay loams are moderately well and well drained soils with moderately coarse textures and moderate infiltration rates.

Based on topographic interpretation, the groundwater direction is likely to be to the general south-southwest approximately half a mile towards Brush Creek, but can be variable. Brush Creek eventually drains into the Blue River to the east, which eventually empties into the Missouri River to the north. Groundwater flow direction generally mimics surface topography, but it should be noted that additional local conditions may influence the subsurface hydrology, in addition to topography, such as geologic anomalies or subsurface obstructions.



### 5.2.4 Surface Drainage

To the extent visually or physically observed during the site reconnaissance, or identified from interviews or records review, waste water or other liquid (including precipitation runoff) or any discharge into a drain, ditch, or stream on, or adjacent to, the subject property and the apparent drainage to, and from, the subject property was addressed.

Stormwater at the subject property discharges either to stormwater drainage intakes surrounding the property, or following existing topography to the east/southeast towards paved areas and then to stormwater intakes along surrounding roads providing access to the subject property.

## 5.3 HISTORICAL USE INFORMATION ON THE PROPERTY AND ADJOINING PROPERTIES

### 5.3.1 Historical Use(s) of the Property

Since the mid-1950s, the subject property has been home to the Westwood Christian Church. In 1962, the church expanded and a second chapel was added. Since this expansion, the church has remained relatively unchanged to the present date.

### 5.3.2 Aerial Photograph Review

Aerial photographs dated 1948, 1957, 1959, 1966, 1969, 1970, 1979, 1983, 1986, 1991, 1996, 2002, 2005, 2006, 2007, 2008, 2009, 2010, and 2012 were reviewed to determine past uses of the subject property and adjoining properties (copies in Appendix D). A summary of the aerial photograph review is presented in Table 3.

**TABLE 3**  
**REVIEW OF HISTORICAL AERIAL PHOTOGRAPHS**

Year	Subject Property	Surrounding Area
1948	The subject property appears to be a wooded residential lot with no structure present on site.	The area in the immediate vicinity of the subject property is residential in nature. Various residential homes and roads are present in all cardinal directions away from the subject property. A golf course is located south of the subject property south of Shawnee Mission Parkway. The map provided is blurry, so no specific detail on individual properties can be discerned.
1957	The subject property lot has been cleared of trees and the original north chapel of the Westwood Christian Church is visible for the first time.	Westwood View Elementary is visible for the first time on land adjacent west-northwest of the Westwood Christian Church property. What is now the St. Rose Philippine Catholic Church is visible for the first time adjacent east of Rainbow Boulevard on land east of the subject property. Commercial properties are evident along Shawnee Mission Parkway to the south and along Rainbow Boulevard to the north.
1959	No substantial changes noted.	No substantial changes noted.
1966	The addition of the south chapel to the Westwood Christian Church is visible for the first time in the aerial maps.	A large commercial property is under construction at the intersection of Shawnee Mission Parkway and State Line road southeast of the subject property. No other substantial changes in land use are noted.
1969	No substantial changes noted.	The old Westwood View Elementary School building was demolished and replaced with a new, larger school building. The new building is located south of the site of the old building within the same property lot. The KMBZ/KMBR Transmitter Site is under construction along Belinder Road northwest of the subject property.
1970	No substantial changes noted. The map provided is blurry, so no specific detail on individual properties can be discerned.	No substantial changes noted. The map provided is blurry, so no specific detail on individual properties can be discerned.





Year	Subject Property	Surrounding Area
1979	No substantial changes noted.	Construction at the Westwood City Park located adjacent north of the subject property is evident for the first time in the aerials. The University of Kansas Hospital Authority in Westwood is under construction at the intersection of Rainbow Boulevard and Shawnee Mission Parkway on land south of the subject property.
1983	No substantial changes noted.	Construction of the University of Kansas Hospital Authority in Westwood appears completed. No other substantial changes in land use are noted.
1986	No substantial changes noted.	No substantial changes noted.
1991	No substantial changes noted.	No substantial changes noted.
1996	No substantial changes noted.	No substantial changes noted.
2002	No substantial changes noted.	No substantial changes noted.
2005	No substantial changes noted.	No substantial changes noted.
2006	No substantial changes noted.	No substantial changes noted.
2007	No substantial changes noted.	No substantial changes noted.
2008	No substantial changes noted.	No substantial changes noted.
2009	No substantial changes noted.	No substantial changes noted.
2010	No substantial changes noted.	No substantial changes noted.
2012	No substantial changes noted. Land use appears consistent with current date.	No substantial changes noted. Land use appears consistent with current date.

Between 1948 and 1957 the original north chapel of the Westwood Christian Church was constructed on what had previously been a residential property lot located at the intersection of Rainbow Boulevard and West 51<sup>st</sup> Street in Westwood, Kansas. Between 1959 and 1966 the church was expanded with the construction of the south chapel. Since this time, from as early as 1966 to present day, the subject property has undergone very little change. Land adjacent to and surrounding the subject property has been primarily residential in nature since as early as 1948 to present day. Between 1966 and 1969 a new Westwood View Elementary School building was constructed south of the original school building on the same lot located adjacent west-northwest to the subject property. Construction of a Westwood City Park adjacent north of the subject property occurred sometime around 1979. From 1948 to present day commercial properties in the general vicinity of the subject property have been primarily located along Shawnee Mission Parkway to the south and along Rainbow Boulevard to the north. The land use for the subject property and surrounding areas as shown in the 2012 aerial is consistent with current land use in the present day.

**5.3.3 Fire Insurance Map Review**

In the late nineteenth century, the Sanborn Company began preparing maps for use by fire insurance companies. These maps indicate construction materials for specific structures and the presence of flammable materials. These maps were updated and expanded geographically at various periods during the twentieth century. Sanborn Maps are typically published for central business districts. Sanborn maps were available for review for the years 1950 and 1963. A summary of the Sanborn maps review is presented in Table 4. Copies of fire insurance maps are provided in Appendix F.



**TABLE 4  
REVIEW OF HISTORICAL SANBORN MAPS**

Year	Subject Property	Surrounding Area
1950	The subject property lot as it exists today is a combination of three historically smaller lots that are visible in this Sanborn Map. Specifically, these three lots are labeled as Lot 13, Lot 14, and the eastern half of Lot 8 that lie northwest of the intersection of what was W 51 <sup>st</sup> Street and Rainbow Avenue in Westwood, Kansas. No structure is present on the site.	The area surrounding the subject property consists of a mixture of vacant and developed property lots. Westwood View Public School is shown occupying the lot adjacent west of the subject property. Our Saviors Memorial Lutheran Church is located east of the subject property on the eastern side of Rainbow Avenue. Residential properties are generally located in all cardinal directions from the subject property.
1963	The Westwood Christian Church building has been erected and occupies what were labeled as Lot 13, Lot 14, and the eastern half of Lot 8. The church structure is as it appears in the present day.	No substantial changes noted. Surrounding lots appears consist with that of the 1950 Sanborn Map.

A review of Sanborn maps indicated that the Westwood Christian Church was built on what was known as Lot 13, Lot 14, and the eastern half of Lot 8 on land northwest of the intersection of what was W 51<sup>st</sup> Street and Rainbow Avenue sometime between 1950 and 1963. From site reconnaissance and aerials obtained by KCTE for this report, it is known that by 1963, the Westwood Christian Church was completed to its final stage and remains the same to the present date. The maps show that the general properties adjacent to and surrounding the subject property were primarily residential in nature with an elementary school and a church being the only other structures depicted. Review of Sanborn maps did not indicate the presence of any potential RECs to the subject property.

**5.3.4 Recorded Land Title Records**

KCTE was not provided of a 50-year chain of title search report for the subject property for review. However, based on interviews with current and previous owners, the subject property is believed to have been under the ownership of Westwood Christian Church from the mid 1950s to January 2014. In January 2014, ownership was transferred to the church's parent organization, the Christian Church (Disciples of Christ) of Greater Kansas City, who remains the current owners of the subject property as of the date of this report.

**5.3.5 Historical Topographic Maps**

United States Geological Survey (USGS) 30 and 7.5 minute series topographic quadrangle maps of Edwardsville, Kansas dated 1894, 1935, 1940, 1948, 1957, 1964, 1970, 1975, 1991, and 1996 were reviewed to verify uses of the subject property and surrounding sites. A summary of the topographic map review is presented in Table 5. Copies of historical topographic maps are included as Appendix E to this report.

**TABLE 5  
REVIEW OF HISTORICAL TOPOGRAPHIC MAPS**

<b>Year</b>	<b>Subject Property</b>	<b>Surrounding Area</b>
1894	The subject property appears to be located in the Shawnee township within wild area that has yet to be developed upon.	This map is general in nature and shows the early downtown areas of both Kansas City, Missouri and Kansas as well as the intersection of the Missouri and Kansas Rivers.
1935	The subject property lot is locatable due to the presence of what are now Rainbow Boulevard and West 50 <sup>th</sup> Street on the map. No structure is yet visible on the subject property lot.	Significant development of the land north and east of the subject property is evident. Roads generally follow a grid system. A structure named Westwood School is situated where the present day Westwood View Elementary School resides. What are now Rainbow Boulevard, West 50 <sup>th</sup> Street, and Shawnee Mission Parkway are visible on the map
1940	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	Several residential home locations are marked on land adjacent to and surrounding the subject property. No other substantial changes in land use are noted.
1948	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. Residential home locations are marked in various locations throughout the map.
1957	A structure is marked at the location of the Westwood Christian Church, but no distinct or detailed features are shown on this map at the location of the subject property.	What is now West 52st Street is visible for the first time. No residential homes are depicted on this map. The school adjacent west of the subject property is labeled Westwood View School for the first time.
1964	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.
1970	The outline of the footprint of the current structure of the Westwood Christian Church is depicted for the first time.	The outline of the new Westwood View Elementary School is depicted for the first time adjacent west of the subject property.
1975	No substantial changes noted.	Several new structures are depicted in the general vicinity of the subject property. No other substantial changes in land use are noted.
1991	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.
1996	No substantial changes noted. No coverage of any detailed features is observed of the subject property.	No substantial changes noted. No coverage of any detailed features is observed.

The subject property is first denoted on the 1957 topographic map and is first represented as an outline on the 1970 map. Little detail is provided in any of the maps in regards to the subject property lot. Development of adjacent and surrounding properties to the subject property is observed as residential. It should be noted that topographic maps are general in nature and do not typically provide details regarding individual properties. The review of historical topographic maps did not indicate the presence of any structures, land uses, or other activities on the subject property or neighboring properties that are thought to have potentially impacted the environmental condition of the subject property.

#### 5.3.6 City Directories

City Directories reviews were ordered for subject property. A review of city directory listings did not identify any business types thought to be considered a current REC to the subject property. Of the businesses listed in the City Directories, the majority of them consisted of commercial, retail and restaurant properties from surrounding areas. None of the listings provided are thought to undergo normal operations that could pose a REC to the subject property. The city directory listings are provided in Appendix H.



### 5.3.7 Previous Assessments / Reports

No previous environmental assessments or reports are known to have been performed for the subject property.

## 6.0 SITE RECONNAISSANCE

### 6.1 METHODOLOGY AND LIMITING CONDITIONS

An onsite visual reconnaissance of the subject property for indications of recognized environmental conditions and potential areas of concern was conducted. The reconnaissance consisted of systematically walking the interior and exterior of the site to provide an overlapping field of view. Photographs were taken to document the features observed during the reconnaissance and are presented in Appendix G.

### 6.2 GENERAL SITE SETTING

The subject property was visited by Mr. Nick Godfrey and Mr. Andrew Michael on March 12, 2014. At the time of the site reconnaissance, weather conditions were sunny with the temperature approximately 60° Fahrenheit.

#### 6.2.1 Current Use(s) of the Property

The subject property is the home to the former Westwood Christian Church.

#### 6.2.2 Past Use(s) of the Property

Based on a review of historic aerial photographs and interviews, the subject property has historically been home to the Westwood Christian Church from the mid 1950s to the present date at the time of this report.

#### 6.2.3 Current Uses of Adjoining Properties

The subject property is currently adjoined by Westwood View Elementary to the west, a City of Westwood Park to the north, and by residential properties to the south and east.

#### 6.2.4 Past Uses of Adjoining Properties

Visual and/or physical observations, or identified in interviews or record reviews of past uses of adjoining properties likely to indicate recognized environmental conditions in connection with the adjoining properties was addressed.

- North:** The property to the north appears to have been undeveloped land until as late as 1979, when a City of Westwood Park was constructed at the land southwest of the intersection of Rainbow Boulevard and West 50<sup>th</sup> Street. The property remains a city park to current date.
- East:** The properties to the east appear to have historically been residential in nature since as early as 1935 to present. What is now the St. Rose Philippine Catholic Church was constructed sometime between 1948 and 1957 and remains there to current date.
- South:** The properties to the south appear to have historically been primarily residential in nature since as early as 1935 to current date.
- West:** The property to the west appears to have historically home to what is now Westwood View Elementary since as early as 1935 to current date.



### 6.3 INTERIOR AND EXTERIOR OBSERVATIONS

#### 6.3.1 Potable Water Supply

The subject property is currently serviced with public water by WaterOne of Johnson County, Kansas.

#### 6.3.2 Sewage Disposal System

Sanitary service is present at the Site.

#### 6.3.3 Hazardous Substances and Petroleum Products In Connection with Identified Uses

No hazardous substances were observed in connection with the identified uses at the subject property.

#### 6.3.4 Storage Tanks

No evidence of storage tanks were identified during the site reconnaissance.

#### 6.3.5 Odors

No strong, pungent, or noxious odors were identified during the site reconnaissance.

#### 6.3.6 Pools of Liquid

No pools of suspicious chemical or petroleum liquids were identified during the site reconnaissance.

#### 6.3.7 Drums

No drums were observed during the site reconnaissance.

#### 6.3.8 Hazardous Substance Containers and Petroleum Products Containers

No hazardous substance containers were identified during the site reconnaissance. Household cleaners were observed in the basement and kitchen of the site building, but are not thought to pose a REC to the subject property.

#### 6.3.9 Unidentified Substance Containers

No unidentified substance containers were observed during the site reconnaissance.

#### 6.3.10 Indications of PCBs

PCBs are toxic coolants or lubricating oils used in some older electrical transformers, light ballasts, electrical panels, or other similar equipment. PCB is recognized as toxic substance under the Toxic Substance Control Act (TSCA). The leakage of PCBs onto the ground or any permeable surface could present a recognized environmental condition. PCB content in electrical transformers is grouped into three categories by the USEPA:

<50 ppm	non-PCB
50 – 499 ppm	PCB-contaminated
>500 ppm and greater	PCB transformer

No suspect PCB-containing vessels were observed at the subject property.

### 6.4 EXTERIOR OBSERVATIONS

#### 6.4.1 Pits, Ponds, Lagoons

No areas of ponds, or lagoons were observed during the site reconnaissance.



**6.4.2 Stained Soil or Pavement**

No areas of stained soil were observed during the site reconnaissance.

**6.4.3 Stressed Vegetation**

No stressed vegetation was observed during the site reconnaissance.

**6.4.4 Solid Waste**

No areas of solid waste deposits or dumping were observed during the site reconnaissance.

**6.4.5 Wastewater**

No wastewater is generated at the subject property.

**6.4.6 Wells**

No evidence of wells was observed during the site reconnaissance.

**6.4.7 Septic Systems**

No visual and/or physical evidence of septic system was observed on the subject property.

**7.0 ADJOINING PROPERTY RECONNAISSANCE**

**7.1 METHODOLOGY AND LIMITING CONDITIONS**

To the extent that current uses of adjoining properties were visually and/or physically observed on the site visit, or were identified in the interviews or records review, the current and past uses were identified and described if the uses were recognized environmental conditions in connection with the adjoining sites or the subject property.

The adjoining site reconnaissance was limited to areas and facilities that were readily accessible for visual and/or physical observation, immediately adjacent to and visible from the subject property.

**TABLE 5  
ADJOINING PROPERTY RECONNAISSANCE SUMMARY**

Item	Not Observed	Observed / Discussed Below
Storage Tanks	X	NA
Odors	X	NA
Drums	X	NA
Hazardous Substance Containers/Petroleum Products Containers	X	NA
Pits, Ponds, Lagoons	X	NA
Stained Soil or Vegetation	X	NA
Stressed Vegetation	X	NA
Wells, Shaft, or Other Conduits	X	NA
Other	X	NA

No evidence of land uses that are thought to be evidence to RECs in connection with the subject property were observed on adjoining properties.



## 8.0 INTERVIEWS

### 8.1 INTERVIEW WITH CURRENT OWNER

KCTE interviewed Ms. Marilyn Gardner, Chairman of the Structural Oversight Committee for the Christian Church, Disciples of Christ of Greater Kansas City, on March 17, 2014. According to Ms. Gardner, the Disciples of Christ are the parent organization for the Westwood Christian Church and ownership of the property was transferred from the Westwood Christian Church to the Disciples of Christ in January of 2014. This temporary transfer of ownership was a step in the process of the Westwood Christian Church relinquishing legal ownership of the property to the eventual purchaser of the property: The City of Westwood, Kansas. Ms. Gardner indicated that to her knowledge; there have been no hazardous responses, interactions with regulatory agencies, or storage of petroleum products or other hazardous materials present on the site. She indicated no environmental concerns are known currently or historically to have been present at the property. Ms. Gardner was not aware of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property.

### 8.2 INTERVIEW WITH OWNER REPRESENTATIVE

Ms. Jennifer Langston, Realtor for Holland Realty Services, was contacted by KCTE by phone on March 14, 2014. Ms. Langston was not questioned on the environmental history of the subject property, but was contacted in regards to providing contact information for the current and past property owners. In this interview, Ms. Langston provided contact information with the past owner, Pastor Joes Walker with the Westwood Christian Church, and with the current owner, Ms. Marilyn Gardner, Chairman of the Structural Oversight Committee for the Christian Church (Disciples of Christ) of Greater Kansas City. Additionally, Ms. Langston provided entry to KCTE on March 12, 2014 for the subject property site walk.

### 8.3 INTERVIEWS WITH USERS

A Phase I ESA user questionnaire was completed by Mr. Frederick L. Sherman, City Clerk for the City of Westwood, Kansas (City) regarding the subject property. Mr. Sherman indicated that he was not aware of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property. Mr. Sherman indicated that the property was thought to be of fair market value.

Email correspondence was provided by Mr. Ryan Denk, Attorney at Law for McAnany, Van Cleave & Phillips, P.A (MVP Law), on March 10, 2014. Mr. Denk is the attorney representing the City of Westwood, Kansas (City) for this property acquisition. In his email Mr. Denk indicated that the City is not yet certain what uses or development will be made of the property and that the ultimate end use will be decided within a couple of years after acquisition of the property. To his knowledge, the only past owner of the subject property is the Westwood Christian Church and prior to their ownership, the land was believed to be undeveloped. Mr. Denk confirmed that the only historical address attributed to the property was 5050 Rainbow Boulevard.

### 8.4 INTERVIEW WITH PAST OWNER

KCTE interviewed Mr. Joe Walker, former Pastor for the Westwood Christian Church on March 14, 2014. According to Mr. Walker the Westwood Christian Church acquired the land for their church sometime in the mid 1950s and construction of the original church structure was completed in 1957 or 1958. In 1962 the church expanded and added the current chapel that is present at the site today. He indicated that since this expansion in 1962 the church has not undergone any more significant construction or expansion activities. Mr. Walker indicated that prior to acquisition the area of the subject property was undeveloped land and no indications of past uses other than the church were known. Mr. Walker indicated that the church remained in possession of



the Westwood Christian Church until January of 2014 when it was transferred to the church's parent organization: the Christian Church (Disciples of Christ) of Greater Kansas City. Mr. Walker indicated that no hazardous materials or petroleum products were present on the property to the best of his knowledge while under Westwood Christian Church ownership. Mr. Walker was not aware while under Westwood Christian Church ownership or currently of: (1) any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the subject property; (2) any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property, or (3) any notices from any government entity regarding any possible environmental violations relating to hazardous substances or petroleum products for the subject property.

#### **8.5 INTERVIEW WITH FIRE DEPARTMENT**

On March 3, 2014 KCTE sent the Johnson County Consolidated Fire District #2 a Haz-Mat incident and petroleum tank removal review request for the subject property as part of the Phase I ESA. In an email response received on March 4, 2014, Todd Kerkhoff, Fire Marshal for Consolidated Fire District #2, indicated that the fire department has no records of hazardous materials incidents, removal and remediation of underground storage tanks, petroleum spills or fire responses for the subject property.



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## 9.0 DATA GAPS AND DEVIATIONS

A 50-year title record was not provided to KCTE for review to document past ownership of land associated with the subject property. This is the only significant data gap encountered during the performance of the Phase I ESA.

No other deletions or deviations from this practice, including client-imposed constraints were encountered.



## 10.0 OPINION

Based on the available information, site reconnaissance, and data review conducted in accordance with ASTM E 1527-13, no recognized environmental conditions were identified in connection with the subject property. KCTE's opinions from the performance of the assessment are summarized below:

1. Although a chain-of-title and historic paperwork documenting the ownership/acquisition of the subject property was not available for review, it is KCTE's opinion that this data gap does not impact the ability of the environmental professional to make REC determination of the subject property.
2. Orphan or Non-Geocoded sites were observed in the EDR report. A review of these orphan sites did not locate these sites within near proximity to the subject property. It is KCTE's opinion that these orphan sites are not thought to pose a REC to the subject property.
3. Paints and cleaning supplies are held at the subject property for upkeep and maintenance of the Westwood Christian Church. These materials were observed to be managed in an organized fashion and no indications of releases or improper management of these materials were observed. Therefore it is KCTE's opinion that these materials do not pose a REC to the subject property.
4. Mercury-containing thermostats were noted during site reconnaissance at the subject property. Mercury is a regulated chemical that could pose an environmental threat if released. However, no indications of releases or improper management of mercury-containing thermostats were observed. Therefore it is KCTE's opinion that these thermostats do not pose a REC to the subject property at this time. It is KCTE's opinion that proper care should be taken when removing mercury-containing thermostats to reduce the potential for mercury release to the property.
5. It is KCTE's opinion that environmental database findings provided by EDR are sufficient to document regulated properties identified. It is KCTE's opinion that further investigation by file review at State or Federal agencies by an open records act request was not warranted for this assessment.
6. It is KCTE's opinion that environmental database findings, topographic and hydrogeologic orientation, and critical site distances provided by EDR are sufficient to document the absence of a vapor intrusion risk to the subject property. It is KCTE's opinion that further investigation by file review or calculation is not warranted to evaluate vapor intrusion risk to the subject property.
7. Based upon available information, interviews, observations from the site walk and the historic review of the subject property, it is KCTE's opinion that no ASTM-E 1527-13 defined RECs exist at the subject property.





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## 11.0 FINDINGS AND CONCLUSIONS

KCTE has performed a Phase I ESA of the subject property in general accordance with the scope and limitations of ASTM *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process Designation E 1527-13*, and the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312.

This Phase I ESA included a reconnaissance visit to the subject property, a review of the previously listed available environmental database and related agency information for the site and surrounding properties, interviews with persons familiar with the property, aerial photograph review, published topographic and geologic information review. This information was used to evaluate existing or potential environmental impairment of the subject property due to current or past land use disclosed by this study.

No evidence of recognized environmental conditions (REC) was encountered during the performance of the Phase I ESA.





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## 12.0 REFERENCES

### ASTM International (ASTM)

- 2013. *Standard Practice of Environmental Site Assessments: Phase I Environmental Site Assessment Process*. E 1527-13.

### Environmental Database Resources (EDR)

- 2014. Aerial Photo Decade Package, Job Number 3866250.8, February 27, 2014.
- 2014. Certified Sanborn Map Report, Job Number 3866250.3, February 26, 2014.
- 2014. Historical Topographic Map Report, Job Number 3866250.4, February 26, 2014.
- 2014. Radius Map with Geocheck, Job Number 3866250.2s, February 26, 2014.
- 2014. The EDR-City Directory Abstract, Job Number 3866250.5, March 3, 2014.

### Google Earth

- 2014. Latitude and longitude of approximate center of 5050 Rainbow Boulevard in Westwood, Johnson County, Kansas.

### Personal Interview(s)

- 2014. Frederick L. Sherman. City Clerk. City of Westwood, Kansas. March 10, 2014.
- 2014. Jennifer Langston. Realtor. Holland Realty Services. March 14, 2014.
- 2014. Marilyn Gardner. Chairman of the Structural Oversight Committee for the Christian Church (Disciples of Christ) of Greater Kansas City. March 17, 2014.
- 2014. Ryan Denk. Attorney at Law. McAnany, Van Cleave & Phillips, P.A. March 10, 2014.
- 2014. Todd Kerkhoff. Fire Marshal. Johnson County Consolidated Fire District #2. March 4, 2014.



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### 13.0 SIGNATURE OF ENVIROMENTAL PROFESSIONAL

I declare that to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in Section 312.10 of 40 CFR 312, and I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all the appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

A handwritten signature in black ink, appearing to read 'Nick Godfrey'.

**Nick Godfrey**  
**Environmental Scientist / Project Manager**  
**March 24, 2014**



## 14.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

### Nick Godfrey

Environmental Services Manager

#### EDUCATION

BA, Environmental Policy and Earth Science, University of Kansas, 2001

#### REGISTRATIONS/CERTIFICATIONS

General Asbestos Inspector Certification 2004

Certified Asbestos Inspector Missouri 2006

Certified Air Sampling Professional 2008

Certified Lead-Based Paint Inspector Risk Assessor Kansas 2010

Certified Asbestos Inspector Iowa 2010

KDHE Certified Groundwater Specialist 2010

Member of Midwest Air and Waste Management Association 2008 to Present

#### EXPERIENCE SUMMARY

Mr. Godfrey has over 15 years of experience in project management, field operations, quality control, environmental site assessment procedures, contaminant remediation, removal site evaluation, removal action management, field sampling techniques and environmental consulting. Mr. Godfrey has served as Project Manager for 32 task orders delivered under the U.S. Environmental Protection Agency (USEPA) Superfund Technical Assessment and Response Team (START) 2 and 3 contracts. He has also worked with multiple state, and local agencies including, Kansas Department of Health and Environment (KDHE), Nebraska Department of Environmental Quality (NDEQ) and the Missouri Department of Natural Resources (MDNR). He has been responsible for conducting investigations at waste management facilities, commercial and residential properties, industrial/manufacturing facilities, above and underground storage tank sites, and Superfund sites; conducting emergency responses, removal assessment, environmental remediation management, field sampling events involving split-sampling and/or auditing by regulatory agencies; and training professionals in proper field sampling techniques and regulatory compliance. He has performed technical assessments for municipal waste management facilities, industrial/manufacturing facilities, construction debris landfills, above and underground storage tank sites, asbestos and mold abatement sites, hazardous and special waste remediation and removal sites, and Superfund sites.

Mr. Godfrey's non-federal experience managing various project including environmental assessments, indoor-air quality surveys, asbestos, mold and lead based paint inspections. Mr. Godfrey's private client work includes performing asbestos inspections, air sampling and monitoring, hazardous waste segregation and removal management, development consulting and due diligence support including Phase I and II assessments and Brownfields targeted assessments for the City of Kansas City, Kansas, the City of Kansas City, Missouri, the City of Independence, Missouri and the City of Leavenworth, Kansas. Mr. Godfrey is currently the Environmental Services Manager at Kansas City Testing & Engineering, LLC and manages day to day operations for project support for private, municipal, state and federal clients.

#### PROJECT EXPERIENCE

##### *Removal Site Evaluation, Brownfield's Management and Removal Actions*

- **Annapolis Lead Mine, U.S. EPA Region 7, Annapolis, Missouri. 2004 to 2005** Served as the project manager for the removal site evaluation (RSE) and removal action (RA) at the NPL site, where lead contamination existed in soils, sediment and surface water bodies on or near the former mine. Managed the schedule of activities of multiple field crews and subcontractors while adhering to the project scope, budget, and timeline. During the RA, oversaw and coordinated the removal of 153,000 CY of contaminated soil to the onsite repository. Authored a final summary report of the site to EPA Region 7.



- **Madison County Mines, U.S. EPA Region 7, Fredericktown, Missouri. 2003 to 2004** Mr. Godfrey was the project manager for a significant portion of ongoing removal assessment and removal action activities at the NPL site. Approximately 500 residential yard soil evaluations were completed under Mr. Godfrey's supervision. He was responsible for performing insitu and exsitu soil testing by x-ray fluorescence (XRF) and coordination of residential removal actions to address EPA declared priority properties (containing lead concentrations greater than 1,200 ppm). Mr. Godfrey was responsible for performing, surface water sampling, removal documentation and coordination with remediation teams associated with the time critical removal action.
- **Washington County Lead District, U.S. EPA Region 7, Missouri. 2005** Served as a site supervisor and interim project manager of the Removal Site Evaluation support activities in response at the EPA NPL site. The main focus of the investigation was residential properties with private drinking water wells located on or near former lead and barite mining and milling operations. More than 1,520 properties were screened for possible metals contamination. As interim manager and site supervisor, duties included the scheduling of activities among multiple field teams, identification and screening of potential repository locations for the upcoming removal action, and providing project documentation in support of EPA's Outreach Program.
- **Washington County Lead District – Potosi Area Removal Action, U.S. EPA Region 7, Potosi, Missouri 2005 to 2006** Mr. Godfrey was site supervisor and field staff for the removal action support activities at the site. The main focus of the investigation is residential properties with private drinking water wells located on or near former lead and barite mining and milling operations. More than 1650 residential properties have been screened for possible lead contamination. To date, 165 properties are considered time-critical properties (lead concentrations in surface soil above 1,200 parts per million [ppm] within one or more cell) and approximately 200,000 cubic yards of lead-contaminated soils have been excavated. As site supervisor, duties have included the scheduling of activities among multiple field teams, identification and screening of potential repository locations for the removal action, providing support to and oversight of removal activities, overseeing data management activities associated with a very large project-specific database, and providing project documentation in support of EPA's Outreach Program.
- **Viburnum Trend Haul Roads, U.S. EPA Region 7, Viburnum, Missouri. 2005 to 2006–** Mr. Godfrey was site supervisor of multiple investigations conducted within the Viburnum Trend Haul Roads site in Viburnum, Missouri. A removal assessment was conducted which focused on potential lead contamination in soil, groundwater, and interior dust at residential properties along haul roads used to transport lead ore concentrate to smelting facilities. Nearly 700 properties were screened during the removal assessment. Soil screening data indicated that over 150 properties had lead contamination at levels exceeding 400 ppm. The time-critical removal action level of 1,200 ppm was exceeded at nearly 50 properties. At the conclusion of the removal assessment, a PRP-led removal action was initiated. Mr. Godfrey's responsibilities included oversight activities conducted during this removal action.
- **Lawrence County Mining Area Site Removal Action, USEPA, Aurora, Missouri 2002 to 2003** Mr. Godfrey was site supervisor and interim project manager of the removal assessment support activities at the Lawrence County Mining Area site in Aurora, Missouri. During the removal assessment at the Lawrence County Mining Area site, nearly 150 properties were screened for potential lead contamination in soil with a portable x-ray fluorescence spectrum analyzer. After completion of the removal assessment, Mr. Godfrey served as project manager for a time-critical removal action at the site. During the removal action, an additional 1,300 properties were screened over a four-month period. Along with screening properties for potential lead contamination, collecting groundwater samples for laboratory analysis, and monitoring for potential releases of airborne contaminants from excavation and transporting activities, Mr. Godfrey managed the development of project documentation in support of EPA's Outreach Program. This documentation provided a spatial display of contaminated properties and conveyed the risks associated with exposure to lead contaminated soil. The success of the program helped foster community support for the project.
- **Various Removal Actions, U.S. EPA Region 7 START 2 & 3 Contracts. 2001-2006** Project manager for 9 assessments and 11 removals warranted under the U.S. EPA Region 7 START 2 & 3 contracts. Mr. Godfrey's additional lead activity work includes performing residential lead in soil evaluations for the Newton County Mine Site, and the Herculaneum Lead Smeltor Site. He has the proven ability to efficiently manage



the schedule of activities of multiple field crews and subcontractors with a keen awareness of project scope, budget and timeline. Consistently achieved or exceeded client expectations.

- **Chemical Commodities Incorporated, U.S. EPA Region 7, Kansas. 2003** As the EPA Removal Action project manager at the NPL site he conducted soil sampling and air monitoring and sampling using stationary point samplers, hand held monitoring samplers and performed vapor intrusion sampling, field screening, field documentation, analytical review and report writing. Directed the remediation and removal of 3,000 CY of soil to mitigate a hazardous release to the air pathway. Following the completion of site activities and authored a summary report to EPA detailing site activities.
- **City of Leavenworth, - Tire Town, Inc. Brownfield Voluntary Cleanup Program, Kansas 2008 to 2009** Project Manager. Responsible for authoring and implementation of the Brownfields Voluntary Cleanup Program including assessment and remediation for the cleanup of contaminated soils affected with PAHs and heavy metals. Mr. Godfrey authored and coordinated all work plans and communications with onsite staff and the KDHE. Mr. Godfrey was responsible for soils and water testing, coordination of all site work and closeout documentation and final reporting to further one square block of development in downtown Leavenworth and the obtaining of a letter of No-Further Action. This site was featured as the 2009 State of Kansas "Remedial Success Stories" by the KDHE at the 2009 Kansas Environmental Conference.

#### *Environmental Site Assessments*

- **Sunflower Army Ammunition Plant Redevelopment, DeSoto, Kansas. 2007-2008 KDHE Voluntary Cleanup Program-** Field Operations and Interim Environmental Project Manager. Managed multiple assessments and removal sites around the 9,000 acre plant site area. Specific duties included assigning tasks to sampling staff and familiarizing the staff with the needs and requirements of the project. Supervision of the project teams performance, coordination of the sampling of environmental media for explosives, VOCs, SVOCs, PAHs, PCBs, metals and pesticides. Provided technical review, quality control and coordination of project deliverables on multiple projects.
- **Port Authority of Kansas City, Missouri South Conterminous Area (SCA) Environmental Surveys, 2009-** Managed the limited environmental survey of the South Landfill, the South Burn Pit, and the Rubble Burial Area and performed the survey by identifying, classifying and documenting locations and potential environmental concern markers associated with the following at the site; potential poly-chlorinated biphenyls (PCBs), potential PCB containing vessels, abandoned drums, suspect asbestos-containing materials and potentially affected underlying soils on the general ground surface. Mr. Godfrey performed these surveys in accordance with the guidelines outlined for site reconnaissance as indicated in the ASTM 1527-13, and the requirements contained in the All Appropriate Inquiries Rule, established by the USEPA and set forth in 40 C.F.R. Part 312.
- **Sunflower Army Ammunition Plant Solid Waste Management Unit (SWMU) 36, DeSoto, Kansas 2007-2008 KDHE Voluntary Cleanup Program-** Quality Assurance/ Quality Control Manager at the Region 7 EPA NPL Site. Assured that all samples collected in the field met project-specific goals; verified field monitoring equipment calibration procedures documentation. Coordinated laboratories concerning the receipt of samples, and performance and documentation of appropriate corrective action during sample analyses. Determined the extent of contamination and performed oversight and coordination of 25,000 CY of explosives, VOCs, SVOCs, metals and pesticides for segregation and disposal. Coordinated and participated in project reporting and conducted status meetings with KDHE personnel.
- **KC. Live-Empire Theater, K.C. Sprint Center, Kansas City, Missouri. 2006-2007 Site Supervisor and Interim Project Manager.** Acted as the Site Supervisor and Interim Project Manager at the KC Live Redevelopment District. Responsibilities included environmental (Phase II) site assessment (ESA), asbestos abatement planning, mold remediation, air sampling and monitoring, soil sampling and remediation, demolition oversight and supervision of underground storage tank (UST) removals. Mr. Godfrey's Project team received an environmental achievement award from the City of Kansas City, Missouri





- **CERCLIS Formerly Used Defense (FUD) Sites, Nebraska. 2006** Project manager for review of historical documentation on FUD sites (atlas missile silos, special storage depots, and former Air Force and Army Bases) across the state of Nebraska and to prepare pre-CERCLIS, site screening forms, and Preliminary Assessment (PA) reports. Acting project manager and field manager for 7 FUD site assessments across the state of Nebraska. Onsite activities included the subsurface and surface sampling of both soil and water media. Responsible for final reporting of project activities to EPA Region 7.
- **Annapolis Lead Mine Remedial Investigation/Feasibility Study, Missouri. 2005** Served as the interim project manager of RI/FS support activities at the site. Field activities were conducted to evaluate the nature and extent of potential metals contamination within the portion of the site not addressed during a concurrent, EPA-funded, time-critical removal action. Analytical results indicated an area measuring approximately 950 feet by 2,800 feet had been impacted by mine tailings. Initial calculations suggested a volume of about 900,000 cubic yards of contaminated soil was present at the site.

#### *Emergency Response/Environmental Response Services*

- **CERCLA-Funded Emergency Response Projects, Kansas, Missouri, Iowa, and Nebraska. 2001-2007** Served as primary responder/project manager for 16 EPA CERCLA-Funded emergency responses at sites located in Kansas, Missouri, Iowa and Nebraska. Managed responses including abandoned drums containing unknowns, waste profiling from fire releases, mercury release and cleanup, oil pollution spills and radiation contaminated sites. He has written and implemented Emergency Operation Plans, classified, identified and verified unknown materials, understands in-depth categorization and risk assessment techniques, determined and implemented decontamination procedures, developed site safety control plans and understands chemical, radiological and toxicological terminology and behavior.

**Public Storage, Incorporated- Indoor Air Quality Assessments/Investigations-2008 to Present** Served as Midwest manager of Indoor Air Quality evaluations at 6 sites on behalf of Public Storage Inc throughout the continental Midwest. Mr. Godfrey IAQ experience has included the characterization of unknowns, air sampling volatiles and semi volatiles and remedial design for mold cleanup and indoor air quality evaluations for at risk populations during liability based enforcement actions.

- **Technical Equipment Guide Authoring, U.S. EPA Region 7.** Managed the authoring and finalization processes of a requested comprehensive technical equipment guide manual for all emergency response and all environmental sampling equipment owned by Region 7 EPA SUPR. In total, 65 instruments guides were authored and delivered to the EPA Region 7 Emergency Response coordinator. Obtained a working knowledge of all equipment owned by EPA used to analyze soil, water and air media, and NBC sampling instrumentation. The comprehensive technical manual is currently used by EPA regions 3, 4 and 7.
- **Overland Park Fire Station No. 3 Response, Kansas.** Served as the primary responder/project manager to conduct air monitoring and sample activities associated with elemental mercury releases in active ambulances at an Overland Park, Kansas, fire station. Managed air monitoring, contamination removal and confirmation sampling at the site in-order to expedite the ambulances for emergency use.
- **Beta Chemical Laboratory Response, Kansas.** Served as the primary responder/project manager to provide emergency assistance at a laboratory where he discovered radiation contamination in controlled and uncontrolled areas of the facility. Utilized radiation air monitoring equipment to determine and define the extent of contamination at the site. Also provided photographic and video documentation, and compiled an inventory of chemicals and numbers of containers for the Region 7 EPA RCRA compliance branch and summary report to EPA SUPR Region 7.

#### *Asbestos Support*

- **Asbestos Awareness Training, Rockwell Collins, Inc. Cedar Rapids, IA 2008-2009** Course Instructor Served as course instructor and author of OSHA asbestos awareness training of more than 500 employees at Rockwell Collins, Inc. facility located in Cedar Rapids Iowa. Mr. Godfrey serves as an acting consultant for Rockwell Collins concerning asbestos concerns and IAQ. Mr. Godfrey is currently working as an asbestos consultant for Rockwell Collins including inspections and continued course instruction at their



corporate location. Mr. Godfrey's instruction demonstrates a broad understanding of asbestos regulations and compliance.

- **KCMO, Metropolitan Community Colleges (MCC)- Health Sciences institute- 2008-Project Manager**  
 Conducted asbestos, mold and lead based paint inspections and Phase I and II Environmental Site Assessments at the 185,000 square foot building known as the Former American Century Plaza building. Authored abatement specifications and air monitoring plans for an occupied/active building setting. Coordinated abatement permitting with Kansas City Health Department and MDNR. Managed an emergency abatement including indoor air quality sampling and performed oversight of final abatement and closeout final reporting to the MDNR. Mr. Godfrey has also conducted five additional inspections and site assessments at other various buildings for MCC.

#### CONTINUING EDUCATION

40-hr OSHA HAZWOPER with annual refreshers, 2001  
 8-hr OSHA Hazardous Waste Site Supervisor, 2008  
 Lead-Based Paint Inspector Risk Assessor Trained, 2009  
 Incident Command System Training for Federal Disaster Workers, Department of Homeland Security, 2006  
 Successful Project Development and Management Training, 2006  
 Project Management Level 2 Training, 2008  
 Technical Oral and Written Business Communication Training, 2005  
 Superfund Response Team Field Screening Technologies Training 2005  
 CERCLA Orientation Training, 2004  
 RCRA Corrective Action Training, 2004  
 Level A and SCBA Responder Training, 2002  
 Radiation Safety Training, 2003  
 Niton (XRF) Monitoring Measurement Technology Intermediate and Advanced Courses, 2004  
 40-hr Mold Assessment Consultant Course, 2008  
 AutoCAD Concepts, 2008

#### PROFESSIONAL EMPLOYMENT HISTORY

Environmental Services Manager, Kansas City Testing & Engineering, LLC, 2010 to Present  
 Environmental Scientist / Project Manager, Tetra Tech, Inc., Kansas City, Kansas, 2007 to 2010  
 Environmental Scientist / Project Manager, Tetra Tech EM, Inc., Kansas City, Missouri, 2005 to 2007  
 Staff Environmental Scientist, TN & Associates, Inc., Lenexa, Kansas, 2001 to 2005  
 Field Researcher, Kansas Biological Survey (KBS), Lawrence, Kansas, 2000 to 2001  
 Field Manager, NASA, Kansas Applied Remote Sensing (KARS), Lawrence, Kansas, 1999 to 2000



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**APPENDIX A**

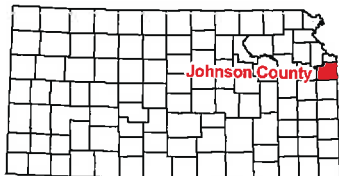
**FIGURE 1- SITE LOCATION MAP**  
**FIGURE 2- SITE PLAT MAP**



**Legend**  
 Approximate Subject Site Boundary



Path: C:\GIS\_Workspace\Consulting\KCTE-14-030\Project\mxd\Figure1.mxd Date: 2/5/2014 Author: BS



0 100 200  
Feet

Westwood Christian Church  
5050 Rainbow Boulevard  
Westwood, Kansas 66205

**Figure 1**  
Site Location Map

**KCTE** KANSAS CITY  
TESTING & ENGINEERING, LLC  
Project Number: E-14-030

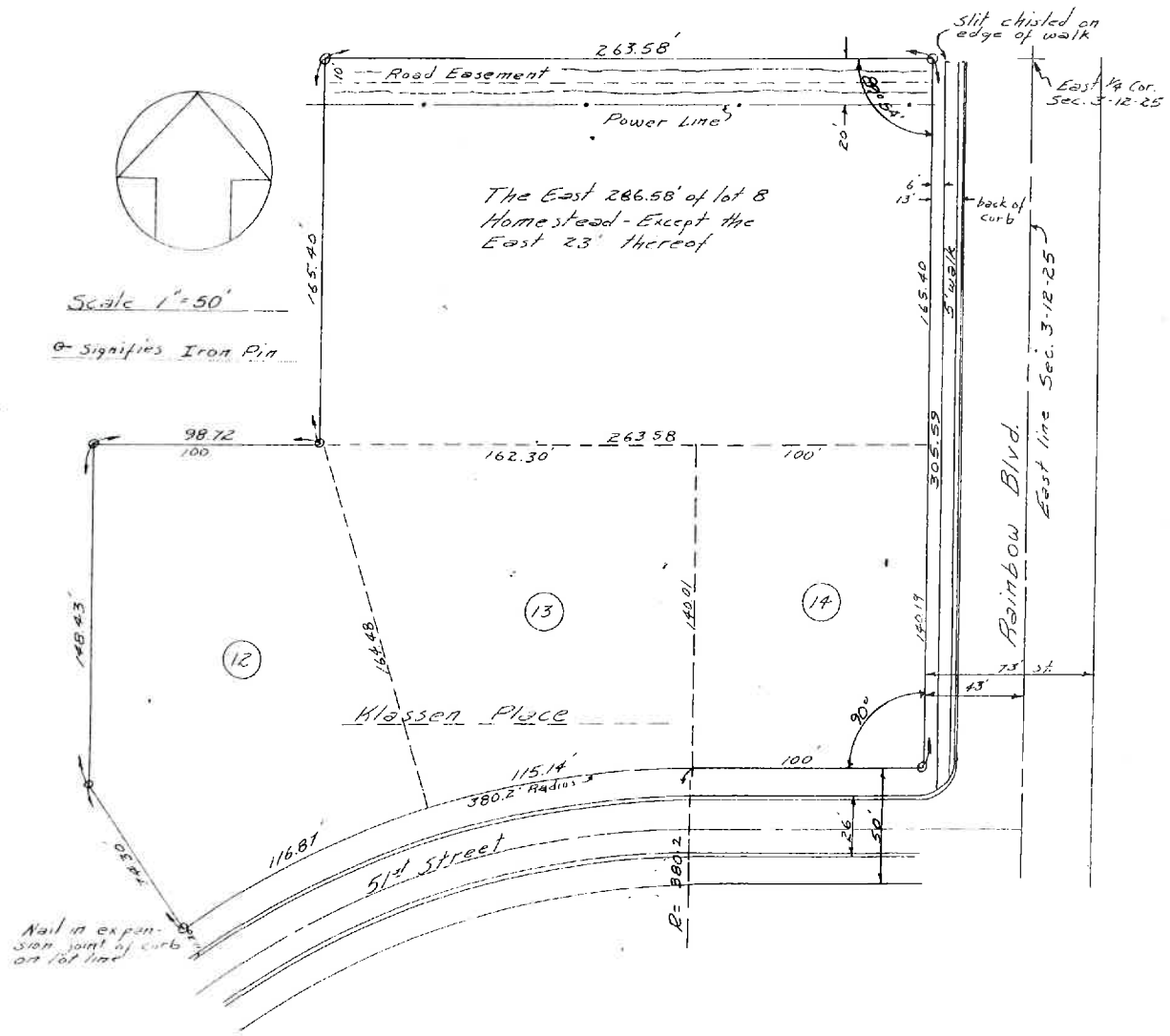
Source: ArcGIS Online World Imagery, 2012

CERTIFICATE OF SURVEY

I do hereby certify that I have on this 6th day March, 1961, made the following survey of Lots 12, 13 and 14, KLASSEN PLACE, and all of the East 268.58 feet of Lot 8, HOMESLAND, except the East 23 feet thereof, all in Johnson County, Kansas, according to the recorded plats thereof.

Fred C. Oliver, Surveyor

*Fred C. Oliver*





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**APPENDIX B**

**USER QUESTIONNAIRE**



**Phase I Environmental Site Assessment User Questionnaire**

Please complete the following questionnaire, sign, date, and return to:

Kansas City Testing & Engineering, LLC (KCTE)  
1308 Adams Street  
Kansas City, Kansas 66103  
Attention: **Nick Godfrey**  
Phone: Direct: 913.321.8100  
Fax: 913.321.8181  
E-mail: [nick.godfrey@kctesting.com](mailto:nick.godfrey@kctesting.com)

Wherever you answer "YES" please provide all relevant information either on the following pages or provide copies of relevant documents, reports, documents, and/or correspondence.

If you cannot provide the answer to a question, please indicate a person to contact who would be able to provide this information and include contact information for this individual (phone number, e-mail, etc.).

Please provide complete copies of all prior reports for the property to KCTE. If already provided to KCTE, please note.

Please note that this completed questionnaire will be included in the appendix of the Phase I Environmental Site Assessment report to be issued by KCTE. By signing, dating, and returning this document to KCTE you are acknowledging and agreeing to the inclusion of this document in KCTE's Phase I ESA report.

Site Name: Westwood Christian Church

Address(es): 5050 Rainbow Blvd, Westwood, KS

Legal Description: \_\_\_\_\_

Reason for Phase I ESA: \_\_\_\_\_





ASTM 1527-13 and U.S. Environmental Protection Agency (EPA)'s All Appropriate Inquiry rule requires that the use of an Environmental Site Assessment (ESA) provide certain information for incorporation into the ESA report in order to qualify for one of the Landowner Liability Protections (LLPs; see ASTM 1527-13). Therefore, we are requesting that the qualified representative for the Phase I User answer the questions below as they pertain to the above described property (the "Site"). The questions following were obtained from ASTM 1527-13.

**Environmental cleanup liens that are filed or recorded against the Site (40 CFR 312.25)**

- 1. Are you aware of any environmental cleanup liens against the Site that are filed or recorded under federal, tribal, state or local law?

YES  NO If yes, please provide as much detail as possible about the liens against the property and provide copies of any related reports or paperwork

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Activity and land use limitations that are in place on the Site or that have been filed or recorded in a registry (40 CFR 312.26)**

- 2. Are you aware of any activity use limitations, such as engineering controls, land use restrictions or institutional controls that are in place at the Site and/or have been filed or recorded in a registry under federal, state, tribal, or local law?

YES  NO If yes, please provide as much detail as possible about the AULs present and provide copies of any related reports or paperwork.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)

3. Do you have any specialized knowledge or experience related to the Site or nearby properties?

YES NO If yes, please provide as much detail as possible about the specialized knowledge or experience and provide copies of any related reports or paperwork

CITY OF WESTWOOD OWNS ADJACENT PARK PROPERTY TO THE NORTH. NO ISSUES OR PROBLEMS ON CITY OWNED LAND.

4. Are you involved in the same line of business as the current or former occupants of the Site or on adjoining properties such that you would have knowledge of the chemical and processes used by current or former occupants?

YES NO

Relationship of the purchase price to the fair market value of the Site if it were not contaminated (40 CFR 312.29)

5. Does the purchase price being paid for this Site reasonably reflect the fair market value of the Site?

YES

6. If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the Site?

N/A



**Commonly known or reasonably ascertainable information about the Site (40 CFR 312.20)**

7. Are you aware of commonly known or reasonably ascertainable information about the Site that would help the environmental professional to identify conditions indicative of releases or threatened releases?

YES  NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7a. Do you know the past uses of the Site?

YES  NO CHURCH \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7b. Do you know the specific chemicals that are present or once were present at the Site?

YES  NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7c. Do you know of spills or other chemical releases that have taken place at the Site?

YES  NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



7d. Do you know of any environmental cleanups that have taken place at the property?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

YES  NO If yes, please provide as much detail as possible and provide copies of any related reports or documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The degree of obviousness of the presence or likely presence of contamination at the Site, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

8. As the user of this ESA, based on your knowledge and experience related to the Site are there any obvious indicators that point to the presence or likely presence of contamination at the Site?

YES  NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questionnaire completed by:

FREDERICK L. SHERMAN, CITY CLERK  
Print Name & Title CITY OF WESTWOOD, KS

\_\_\_\_\_  
Association with Site

Signature

4/10/14  
Date





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**APPENDIX C**

**EDR REPORT**

**Westwood Christian Church**  
5050 Rainbow Boulevard  
Mission, KS 66205

Inquiry Number: 3866250.2s  
February 26, 2014

## The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor  
Shelton, CT 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

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***Thank you for your business.***  
 Please contact EDR at 1-800-352-0050  
 with any questions or comments.

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# EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

## TARGET PROPERTY INFORMATION

### ADDRESS

5050 RAINBOW BOULEVARD  
MISSION, KS 66205

### COORDINATES

Latitude (North): 39.0365000 - 39° 2' 11.40"  
Longitude (West): 94.6124000 - 94° 36' 44.64"  
Universal Transverse Mercator: Zone 15  
UTM X (Meters): 360443.8  
UTM Y (Meters): 4321856.0  
Elevation: 938 ft. above sea level

## USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 39094-A5 KANSAS CITY, MO KS  
Most Recent Revision: 1996  
  
West Map: 39094-A6 SHAWNEE, KS  
Most Recent Revision: 1995

## AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2012  
Source: USDA

## TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

## DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

## STANDARD ENVIRONMENTAL RECORDS

### *Federal NPL site list*

NPL..... National Priority List

# EXECUTIVE SUMMARY

Proposed NPL..... Proposed National Priority List Sites  
NPL LIENS..... Federal Superfund Liens

**Federal Delisted NPL site list**

Delisted NPL..... National Priority List Deletions

**Federal CERCLIS list**

CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System  
FEDERAL FACILITY..... Federal Facility Site Information listing

**Federal CERCLIS NFRAP site List**

CERC-NFRAP..... CERCLIS No Further Remedial Action Planned

**Federal RCRA CORRACTS facilities list**

CORRACTS..... Corrective Action Report

**Federal RCRA non-CORRACTS TSD facilities list**

RCRA-TSDF..... RCRA - Treatment, Storage and Disposal

**Federal RCRA generators list**

RCRA-SQG..... RCRA - Small Quantity Generators  
RCRA-CESQG..... RCRA - Conditionally Exempt Small Quantity Generator

**Federal institutional controls / engineering controls registries**

US ENG CONTROLS..... Engineering Controls Sites List  
US INST CONTROL..... Sites with Institutional Controls  
LUCIS..... Land Use Control Information System

**Federal ERNS list**

ERNS..... Emergency Response Notification System

**State- and tribal - equivalent CERCLIS**

KS SHWS..... Identified Sites List  
MO SHWS..... Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites

**State and tribal landfill and/or solid waste disposal site lists**

KS SWF/LF..... Directory of Sanitary Landfills, Solid Waste Transfer Stations and Collector in  
Kansas  
MO SWF/LF..... Permitted Facility List

**State and tribal leaking storage tank lists**

MO LUST..... Leaking Underground Storage Tanks  
KS LAST..... Leaking Aboveground Storage Tanks  
MO LAST..... Leaking Aboveground Storage Tanks

# EXECUTIVE SUMMARY

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

**State and tribal registered storage tank lists**

MO UST..... Petroleum Storage Tanks  
MO AST..... Aboveground Petroleum Storage Tanks  
INDIAN UST..... Underground Storage Tanks on Indian Land  
FEMA UST..... Underground Storage Tank Listing

**State and tribal institutional control / engineering control registries**

KS INST CONTROL..... Institutional Controls Information

**State and tribal voluntary cleanup sites**

KS VCP..... Identified Sites List  
INDIAN VCP..... Voluntary Cleanup Priority Listing  
MO VCP..... Voluntary Cleanup Program Site Listing

**State and tribal Brownfields sites**

KS BROWNFIELDS..... Identified Sites List  
MO BROWNFIELDS..... Brownfields Site List

**ADDITIONAL ENVIRONMENTAL RECORDS**

**Local Brownfield lists**

US BROWNFIELDS..... A Listing of Brownfields Sites

**Local Lists of Landfill / Solid Waste Disposal Sites**

ODI..... Open Dump Inventory  
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations  
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands

**Local Lists of Hazardous waste / Contaminated Sites**

US CDL..... Clandestine Drug Labs  
KS AOCONCERN..... Area of Concern  
KS CDL..... Clandestine Laboratory Data  
MO CDL..... Environmental Emergency Response System  
US HIST CDL..... National Clandestine Laboratory Register

**Local Land Records**

LIENS 2..... CERCLA Lien Information

**Records of Emergency Release Reports**

HMIRS..... Hazardous Materials Information Reporting System  
KS SPILLS..... Kansas Spills Database  
MO SPILLS..... Environmental Response Tracking Database

**Other Ascertainable Records**

RCRA NonGen / NLR..... RCRA - Non Generators

# EXECUTIVE SUMMARY

DOT OPS..... Incident and Accident Data  
DOD..... Department of Defense Sites  
FUDS..... Formerly Used Defense Sites  
CONSENT..... Superfund (CERCLA) Consent Decrees  
ROD..... Records Of Decision  
UMTRA..... Uranium Mill Tailings Sites  
US MINES..... Mines Master Index File  
TRIS..... Toxic Chemical Release Inventory System  
TSCA..... Toxic Substances Control Act  
FTTS..... FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)  
HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing  
SSTS..... Section 7 Tracking Systems  
ICIS..... Integrated Compliance Information System  
PADS..... PCB Activity Database System  
MLTS..... Material Licensing Tracking System  
RADINFO..... Radiation Information Database  
RAATS..... RCRA Administrative Action Tracking System  
RMP..... Risk Management Plans  
KS UIC..... Underground Injection Wells Database Listing  
MO UIC..... Underground Injection Wells Database  
KS DRYCLEANERS..... Registered Drycleaning Facilities  
MO DRYCLEANERS..... Drycleaners in Missouri Listing  
KS AIRS..... Title V Source Information  
MO AIRS..... Permit Facility Listing  
KS TIER 2..... Tier 2 Information Listing  
INDIAN RESERV..... Indian Reservations  
SCRD DRYCLEANERS..... State Coalition for Remediation of Drycleaners Listing  
KS COAL ASH..... Coal Ash Disposal Site Listing  
LEAD SMELTERS..... Lead Smelter Sites  
2020 COR ACTION..... 2020 Corrective Action Program List  
PCB TRANSFORMER..... PCB Transformer Registration Database  
COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List  
MO COAL ASH..... Coal Ash Disposal Sites  
US FIN ASSUR..... Financial Assurance Information  
MO Financial Assurance..... Financial Assurance Information Listing  
COAL ASH DOE..... Steam-Electric Plant Operation Data  
PRP..... Potentially Responsible Parties  
EPA WATCH LIST..... EPA WATCH LIST

**EDR HIGH RISK HISTORICAL RECORDS**

***EDR Exclusive Records***

EDR MGP..... EDR Proprietary Manufactured Gas Plants  
EDR US Hist Auto Stat..... EDR Exclusive Historic Gas Stations

**EDR RECOVERED GOVERNMENT ARCHIVES**

***Exclusive Recovered Govt. Archives***

KS RGA LF..... Recovered Government Archive Solid Waste Facilities List  
KS RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List

# EXECUTIVE SUMMARY

MO RGA HWS..... Recovered Government Archive State Hazardous Waste Facilities List  
 MO RGA LUST..... Recovered Government Archive Leaking Underground Storage Tank  
 MO RGA LF..... Recovered Government Archive Solid Waste Facilities List

**SURROUNDING SITES: SEARCH RESULTS**

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

**STANDARD ENVIRONMENTAL RECORDS**

***Federal RCRA generators list***

RCRA-LQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

A review of the RCRA-LQG list, as provided by EDR, and dated 09/10/2013 has revealed that there is 1 RCRA-LQG site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>UNIVERSITY OF KANSAS HOSPITAL</i></b>	<b><i>2330 SHAWNEE MISSION PK</i></b>	<b><i>S 1/8 - 1/4 (0.185 mi.)</i></b>	<b><i>1</i></b>	<b><i>8</i></b>

***State and tribal leaking storage tank lists***

KS LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Kansas Department of Environmental Protection's LUST Incident Report.

A review of the KS LUST list, as provided by EDR, and dated 10/22/2013 has revealed that there are 7 KS LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b><i>KMBZ/KMBR TRANSMITTER SITE</i></b> Facility Status: Closed	<b><i>4935 BELINDER ROAD</i></b>	<b><i>NW 1/8 - 1/4 (0.241 mi.)</i></b>	<b><i>2</i></b>	<b><i>25</i></b>
<b><i>FAIRWAY BP</i></b> Facility Status: Monitor	<b><i>2814 SHAWNEE MISSION PA</i></b>	<b><i>SW 1/4 - 1/2 (0.343 mi.)</i></b>	<b><i>5</i></b>	<b><i>30</i></b>
<b><i>CHARLIE WILLIAMS IMPORT PARTS</i></b> Facility Status: Closed	<b><i>2701 W 47TH</i></b>	<b><i>NNW 1/4 - 1/2 (0.466 mi.)</i></b>	<b><i>6</i></b>	<b><i>36</i></b>



# EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>Not reported</b> Facility Status: Closed	<b>47TH &amp; RAINBOW</b>	<b>N 1/4 - 1/2 (0.493 mi.)</b>	<b>8</b>	<b>39</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>UNIVERSITY OF KANSAS HOSPITAL</b> Facility Status: Closed	<b>2330 SHAWNEE MISSION PK</b>	<b>S 1/8 - 1/4 (0.185 mi.)</b>	<b>1</b>	<b>8</b>
<b>WESTWOOD HILLS SHOPPING CENTER</b> Facility Status: Closed	<b>5012 STATE LINE RD</b>	<b>E 1/8 - 1/4 (0.241 mi.)</b>	<b>A3</b>	<b>29</b>
<b>WESTWOOD, CITY OF</b> Facility Status: Closed	<b>1900 W 47TH PL.</b>	<b>NNE 1/4 - 1/2 (0.474 mi.)</b>	<b>7</b>	<b>37</b>

**State and tribal registered storage tank lists**

KS UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Health & Environment's UST (Report) Listing Including Names.

A review of the KS UST list, as provided by EDR, and dated 10/22/2013 has revealed that there are 2 KS UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>KMBZ/KMBR TRANSMITTER SITE</b>	<b>4935 BELINDER ROAD</b>	<b>NW 1/8 - 1/4 (0.241 mi.)</b>	<b>2</b>	<b>25</b>
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>UNIVERSITY OF KANSAS HOSPITAL</b>	<b>2330 SHAWNEE MISSION PK</b>	<b>S 1/8 - 1/4 (0.185 mi.)</b>	<b>1</b>	<b>8</b>

KS AST: The Aboveground Storage Tank database contains registered ASTs. The data come from the Department of Health & Environment's AST (Report) Listing Including Names.

A review of the KS AST list, as provided by EDR, and dated 10/22/2013 has revealed that there is 1 KS AST site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<b>UNIVERSITY OF KANSAS HOSPITAL</b>	<b>2330 SHAWNEE MISSION PK</b>	<b>S 1/8 - 1/4 (0.185 mi.)</b>	<b>1</b>	<b>8</b>

**EDR HIGH RISK HISTORICAL RECORDS**

**EDR Exclusive Records**

EDR US Hist Cleaners: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories

# EXECUTIVE SUMMARY

reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR US Hist Cleaners list, as provided by EDR, has revealed that there is 1 EDR US Hist Cleaners site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DE FORD DINWIDDIE W CLNR	5004 STATE LINE	ENE 1/8 - 1/4 (0.242 mi.)	A4	30

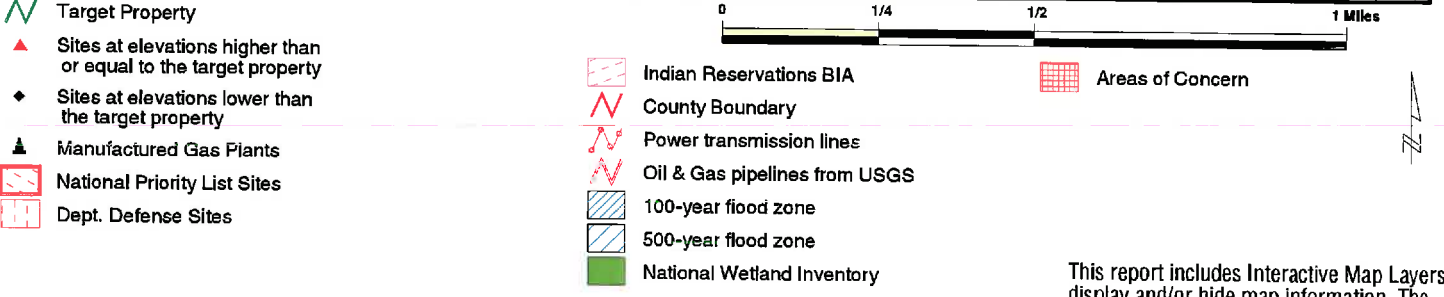
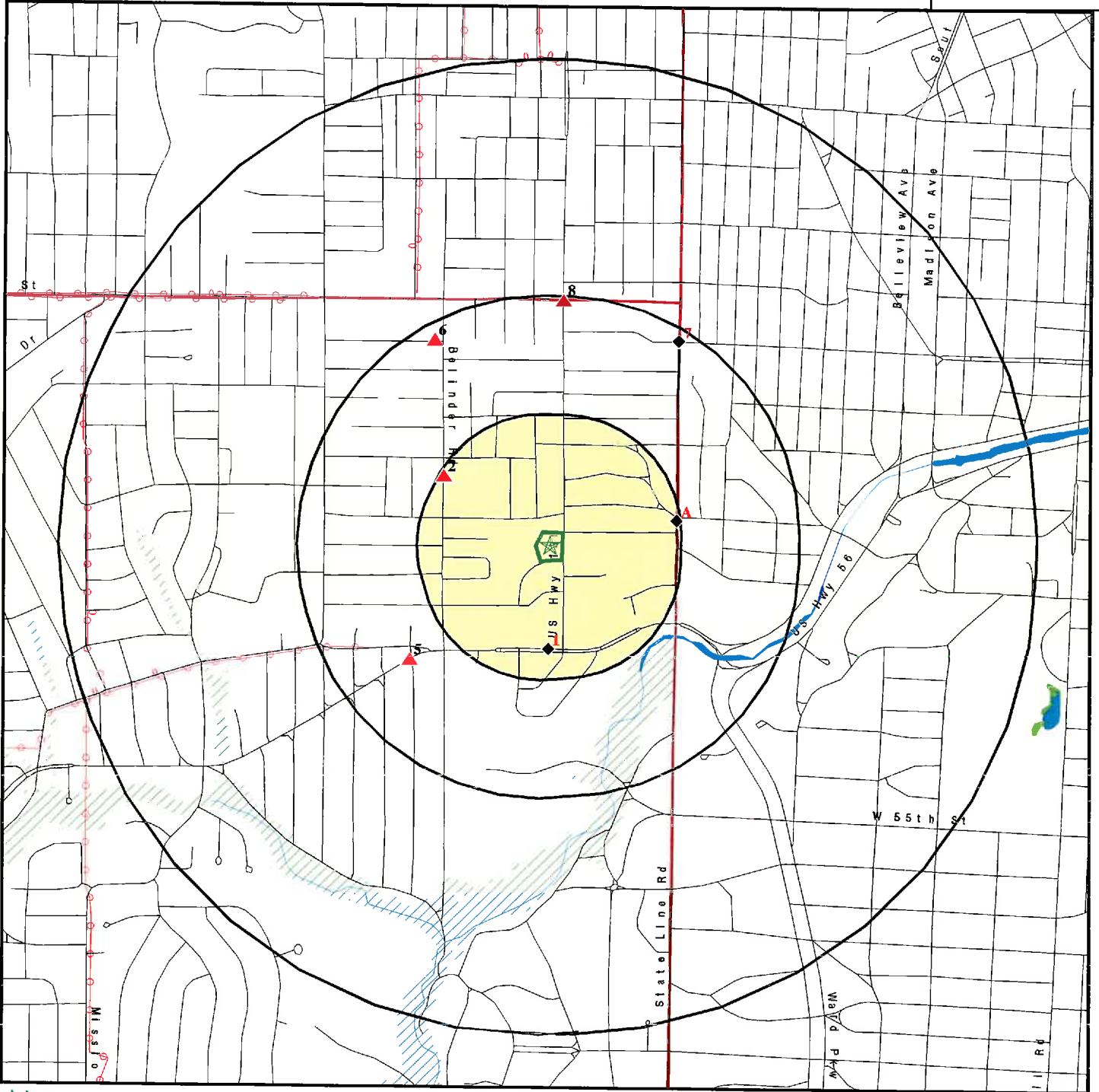
# EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 7 records.

<u>Site Name</u>	<u>Database(s)</u>
HARLEYWOODS BTA	KS SHWS, KS RGA HWS
5919 WOODSTON BTA	KS SHWS, KS RGA HWS
MERCURY-REINHARDT DRIVE	CERCLIS
SANDIFER MOTORS	KS SWF/LF, KS RGA LF
RAINBOW AND 47TH	KS LUST
HILLMAN HARDWARE	MI AST
HEALTH RELATED SVC INC	RCRA NonGen / NLR, FINDS

# OVERVIEW MAP - 3866250.2s

Item A.Section X, Item



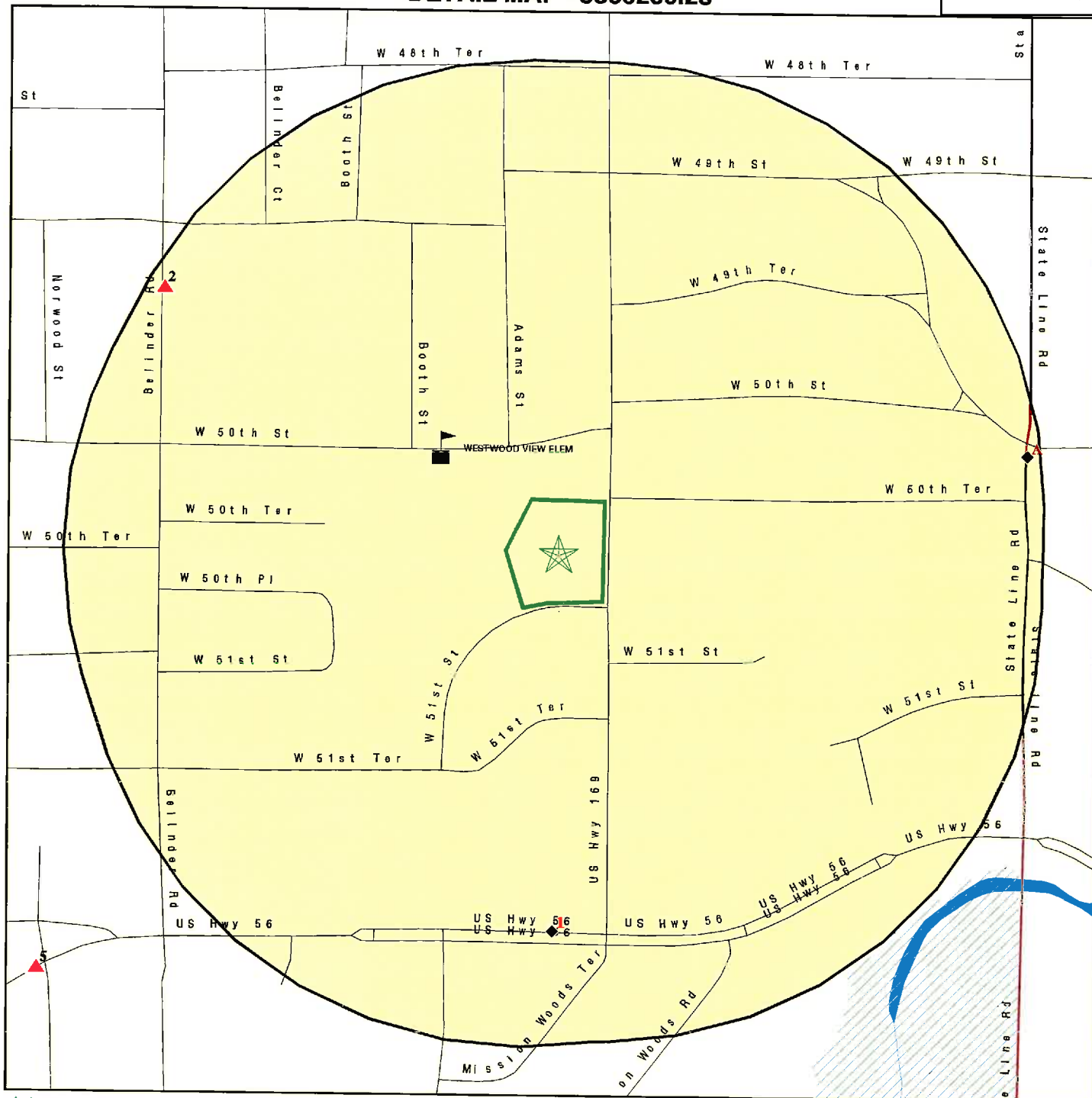
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

**SITE NAME:** Westwood Christian Church  
**ADDRESS:** 5050 Rainbow Boulevard  
 Mission KS 66205  
**LAT/LONG:** 39.0365 / 94.6124

**CLIENT:** Kansas City Testing and Engineering LLC  
**CONTACT:** Andrew Michael  
**INQUIRY #:** 3866250.2s  
**DATE:** February 26, 2014 3:47 pm

# DETAIL MAP - 3866250.2s

Item A. Section X, Item



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- County Boundary
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p><b>SITE NAME:</b> Westwood Christian Church  <b>ADDRESS:</b> 5050 Rainbow Boulevard          Mission KS 66205  <b>LAT/LONG:</b> 39.0365 / 94.6124</p>	<p><b>CLIENT:</b> Kansas City Testing and Engineering LLC  <b>CONTACT:</b> Andrew Michael  <b>INQUIRY #:</b> 3866250.2s  <b>DATE:</b> February 26, 2014 3:48 pm</p>
--	---

# MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
<b><u>STANDARD ENVIRONMENTAL RECORDS</u></b>								
<b><i>Federal NPL site list</i></b>								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
<b><i>Federal Delisted NPL site list</i></b>								
Delisted NPL	1.000		0	0	0	0	NR	0
<b><i>Federal CERCLIS list</i></b>								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
<b><i>Federal CERCLIS NFRAP site List</i></b>								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA CORRACTS facilities list</i></b>								
CORRACTS	1.000		0	0	0	0	NR	0
<b><i>Federal RCRA non-CORRACTS TSD facilities list</i></b>								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
<b><i>Federal RCRA generators list</i></b>								
RCRA-LQG	0.250		0	1	NR	NR	NR	1
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
<b><i>Federal institutional controls / engineering controls registries</i></b>								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
<b><i>Federal ERNS list</i></b>								
ERNS	TP		NR	NR	NR	NR	NR	0
<b><i>State- and tribal - equivalent CERCLIS</i></b>								
KS SHWS	1.000		0	0	0	0	NR	0
MO SHWS	1.000		0	0	0	0	NR	0
<b><i>State and tribal landfill and/or solid waste disposal site lists</i></b>								
KS SWF/LF	0.500		0	0	0	NR	NR	0
MO SWF/LF	0.500		0	0	0	NR	NR	0
<b><i>State and tribal leaking storage tank lists</i></b>								
KS LUST	0.500		0	3	4	NR	NR	7
MO LUST	0.500		0	0	0	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
KS LAST	0.500		0	0	0	NR	NR	0
MO LAST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
<b>State and tribal registered storage tank lists</b>								
KS UST	0.250		0	2	NR	NR	NR	2
MO UST	0.250		0	0	NR	NR	NR	0
KS AST	0.250		0	1	NR	NR	NR	1
MO AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
<b>State and tribal institutional control / engineering control registries</b>								
KS INST CONTROL	0.500		0	0	0	NR	NR	0
<b>State and tribal voluntary cleanup sites</b>								
KS VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
MO VCP	0.500		0	0	0	NR	NR	0
<b>State and tribal Brownfields sites</b>								
KS BROWNFIELDS	0.500		0	0	0	NR	NR	0
MO BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b>ADDITIONAL ENVIRONMENTAL RECORDS</b>								
<b>Local Brownfield lists</b>								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
<b>Local Lists of Landfill / Solid Waste Disposal Sites</b>								
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
<b>Local Lists of Hazardous waste / Contaminated Sites</b>								
US CDL	TP		NR	NR	NR	NR	NR	0
KS AOCONCERN	1.000		0	0	0	0	NR	0
KS CDL	TP		NR	NR	NR	NR	NR	0
MO CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
<b>Local Land Records</b>								
LIENS 2	TP		NR	NR	NR	NR	NR	0
<b>Records of Emergency Release Reports</b>								
HMIRS	TP		NR	NR	NR	NR	NR	0
KS SPILLS	TP		NR	NR	NR	NR	NR	0

## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MO SPILLS	TP		NR	NR	NR	NR	NR	0
<b>Other Ascertainable Records</b>								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUJDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
KS UIC	TP		NR	NR	NR	NR	NR	0
MO UIC	TP		NR	NR	NR	NR	NR	0
KS DRYCLEANERS	0.250		0	0	NR	NR	NR	0
MO DRYCLEANERS	0.250		0	0	NR	NR	NR	0
KS AIRS	TP		NR	NR	NR	NR	NR	0
MO AIRS	TP		NR	NR	NR	NR	NR	0
KS TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
KS COAL ASH	0.500		0	0	0	NR	NR	0
KS Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
MO COAL ASH	0.500		0	0	0	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
MO Financial Assurance	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0

**EDR HIGH RISK HISTORICAL RECORDS**

***EDR Exclusive Records***

EDR MGP	1.000		0	0	0	0	NR	0
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## MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
EDR US Hist Auto Stat	0.250		0	0	NR	NR	NR	0
EDR US Hist Cleaners	0.250		0	1	NR	NR	NR	1

**EDR RECOVERED GOVERNMENT ARCHIVES**

***Exclusive Recovered Govt. Archives***

KS RGA LF	TP		NR	NR	NR	NR	NR	0
KS RGA HWS	TP		NR	NR	NR	NR	NR	0
KS RGA LUST	TP		NR	NR	NR	NR	NR	0
MO RGA HWS	TP		NR	NR	NR	NR	NR	0
MO RGA LUST	TP		NR	NR	NR	NR	NR	0
MO RGA LF	TP		NR	NR	NR	NR	NR	0

**NOTES:**

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

1  
South  
1/8-1/4  
0.185 mi.  
975 ft.

**UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD**  
**2330 SHAWNEE MISSION PKWY**  
**WESTWOOD, KS 66205**

**RCRA-LQG**    **1000399097**  
**FINDS**       **KSD006942395**  
**KS LUST**  
**KS UST**  
**KS AST**  
**US AIRS**  
**KS RGA LUST**

Relative:  
Lower

Actual:  
920 ft.

RCRA-LQG:

Date form received by agency: 02/25/2013  
Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD  
Facility address: 2330 SHAWNEE MISSION PKWY  
WESTWOOD, KS 66205  
EPA ID: KSD006942395  
Mailing address: SHAWNEE MISSION PKWY  
WESTWOOD, KS 66205  
Contact: CHRIS DELANEY  
Contact address: SHAWNEE MISSION PKWY  
WESTWOOD, KS 66205  
Contact country: US  
Contact telephone: (913) 945-5413  
Contact email: CDELANEY@KUMC.EDU  
EPA Region: 07  
Land type: Private  
Classification: Large Quantity Generator  
Description: Handler: generates 1,000 kg or more of hazardous waste during any calendar month; or generates more than 1 kg of acutely hazardous waste during any calendar month; or generates more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month; or generates 1 kg or less of acutely hazardous waste during any calendar month, and accumulates more than 1 kg of acutely hazardous waste at any time; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates more than 100 kg of that material at any time

Owner/Operator Summary:

Owner/operator name: SPRINT COMMUNICATIONS CO  
Owner/operator address: 2330 SHAWNEE MISSION PKWY  
SHAWNEE, KS 66205  
Owner/operator country: US  
Owner/operator telephone: (913) 624-2677  
Legal status: Private  
Owner/Operator Type: Owner  
Owner/Op start date: 12/03/2003  
Owner/Op end date: 07/06/2005

Owner/operator name: SPRINT COMMUNICATIONS CO  
Owner/operator address: Not reported  
KS

Owner/operator country: US  
Owner/operator telephone: Not reported  
Legal status: Private  
Owner/Operator Type: Operator  
Owner/Op start date: 12/03/2003  
Owner/Op end date: 07/06/2005

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)**

**1000399097**

Owner/operator name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY  
 Owner/operator address: Not reported  
 Not reported  
 Owner/operator country: Not reported  
 Owner/operator telephone: Not reported  
 Legal status: State  
 Owner/Operator Type: Operator  
 Owner/Op start date: 07/07/2005  
 Owner/Op end date: Not reported

Owner/operator name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY  
 Owner/operator address: RAINBOW BOULEVARD  
 KANSAS CITY, KS 66160  
 Owner/operator country: US  
 Owner/operator telephone: Not reported  
 Legal status: State  
 Owner/Operator Type: Owner  
 Owner/Op start date: 07/07/2005  
 Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No  
 Mixed waste (haz. and radioactive): No  
 Recycler of hazardous waste: No  
 Transporter of hazardous waste: No  
 Treater, storer or disposer of HW: No  
 Underground injection activity: No  
 On-site burner exemption: No  
 Furnace exemption: No  
 Used oil fuel burner: No  
 Used oil processor: No  
 User oil refiner: No  
 Used oil fuel marketer to burner: No  
 Used oil Specification marketer: No  
 Used oil transfer facility: No  
 Used oil transporter: No

Historical Generators:

Date form received by agency: 02/28/2012  
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD  
 Classification: Large Quantity Generator

Date form received by agency: 02/28/2012  
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD  
 Classification: Large Quantity Generator

Date form received by agency: 06/29/2011  
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD  
 Classification: Large Quantity Generator

Date form received by agency: 03/21/2011  
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD  
 Classification: Small Quantity Generator

Date form received by agency: 01/26/2010  
 Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Classification: Small Quantity Generator

Date form received by agency: 02/25/2009

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 09/15/2008

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 08/13/2008

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Classification: Small Quantity Generator

Date form received by agency: 02/27/2004

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT WESTWOOD

Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 12/03/2003

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT WESTWOOD

Classification: Conditionally Exempt Small Quantity Generator

Date form received by agency: 07/08/2003

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Not a generator, verified

Date form received by agency: 02/21/2001

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Large Quantity Generator

Date form received by agency: 05/30/2000

Facility name: UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD

Site name: SPRINT

Classification: Conditionally Exempt Small Quantity Generator

Hazardous Waste Summary:

Waste code: D001

Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKEY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: D002

Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

## MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

## UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste code:	D007
Waste name:	CHROMIUM
Waste code:	D009
Waste name:	MERCURY
Waste code:	D010
Waste name:	SELENIUM
Waste code:	D011
Waste name:	SILVER
Waste code:	D013
Waste name:	LINDANE
Waste code:	F003
Waste name:	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
Waste code:	P001
Waste name:	2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%
Waste code:	P012
Waste name:	ARSENIC OXIDE AS2O3
Waste code:	P042
Waste name:	1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)-
Waste code:	P075
Waste name:	NICOTINE, & SALTS
Waste code:	P081
Waste name:	NITROGLYCERINE (R)
Waste code:	P188
Waste name:	BENZOIC ACID, 2-HYDROXY-, COMPD. WITH (3AS-CIS)-1,2,3,3A,8,8A-HEXAHYDRO-1,3A,8-TRIMETHYLPYRROLO[2,3-
Waste code:	U010
Waste name:	AZIRINO[2',3':3,4]PYRROLO[1,2-A]INDOLE-4,7-DIONE, 6-AMINO-8-[[[(AMINOCARBONYLOXY)METHYL]-1,1A,2,8,8A,8B-HEXAHYDRO-8A-METHOXY-5-METHYL-, [1AS-(1AALPHA, 8BETA,8AALPHA,8BALPHA)]-
Waste code:	U035
Waste name:	BENZENE BUTANOIC ACID, 4-[BIS(2-CHLOROETHYL)AMINO]-
Waste code:	U044

## MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

## UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste name:	CHLOROFORM
Waste code:	U058
Waste name:	CYCLOPHOSPHAMIDE
Waste code:	U059
Waste name:	DAUNOMYCIN
Waste code:	U122
Waste name:	FORMALDEHYDE
Waste code:	U123
Waste name:	FORMIC ACID (C,T)
Waste code:	U129
Waste name:	CYCLOHEXANE, 1,2,3,4,5,6-HEXACHLORO-, (1ALPHA,2ALPHA,3BETA,4ALPHA,5ALPHA,6BETA)-
Waste code:	U132
Waste name:	HEXACHLOROPHENE
Waste code:	U150
Waste name:	MELPHALAN
Waste code:	U151
Waste name:	MERCURY
Waste code:	U154
Waste name:	METHANOL (I)
Waste code:	U161
Waste name:	METHYL ISOBUTYL KETONE (I)
Waste code:	U188
Waste name:	PHENOL
Waste code:	U200
Waste name:	RESERPINE
Waste code:	U202
Waste name:	1,2-BENZISOTHIAZOL-3(2H)-ONE, 1,1-DIOXIDE, & SALTS
Waste code:	U205
Waste name:	SELENIUM SULFIDE
Waste code:	U206
Waste name:	GLUCOPYRANOSE, 2-DEOXY-2-(3-METHYL-3-NITROSOUREIDO)-, D-
Waste code:	U226
Waste name:	ETHANE, 1,1,1-TRICHLORO-
Waste code:	U236
Waste name:	2,7-NAPHTHALENEDISULFONIC ACID, 3,3'-[[(3,3'- DIMETHYL[1,1'-BIPHENYL]-4,4'-DIYL)BIS(AZO)BIS[5-AMINO-4-HYDROXY]-, TETRASODIUM SALT
Waste code:	U237

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Waste name: 2,4-(1H,3H)-PYRIMIDINEDIONE, 5-[BIS(2-CHLOROETHYL)AMINO]-

Waste code: U248

Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYL-BUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS OF 0.3% OR LESS

Biennial Reports:

Last Biennial Reporting Year: 2013

Annual Waste Handled:

Waste code: D001

Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Amount (Lbs): 1525

Waste code: D002

Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Amount (Lbs): 185

Waste code: D003

Waste name: A MATERIAL IS CONSIDERED TO BE A REACTIVE HAZARDOUS WASTE IF IT IS NORMALLY UNSTABLE, REACTS VIOLENTLY WITH WATER, GENERATES TOXIC GASES WHEN EXPOSED TO WATER OR CORROSIVE MATERIALS, OR IF IT IS CAPABLE OF DETONATION OR EXPLOSION WHEN EXPOSED TO HEAT OR A FLAME. ONE EXAMPLE OF SUCH WASTE WOULD BY WASTE GUNPOWDER.

Amount (Lbs): 185

Waste code: D007

Waste name: CHROMIUM

Amount (Lbs): 1340

Waste code: D009

Waste name: MERCURY

Amount (Lbs): 1840

Waste code: D011

Waste name: SILVER

Amount (Lbs): 1340

Waste code: D013

Waste name: LINDANE

Amount (Lbs): 1340

Waste code: P001

Waste name: 2H-1-BENZOPYRAN-2-ONE, 4-HYDROXY-3-(3-OXO-1-PHENYLBUTYL)-, & SALTS, WHEN PRESENT AT CONCENTRATIONS GREATER THAN 0.3%

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Amount (Lbs): 1340

Waste code: P042  
Waste name: 1,2-BENZENEDIOL, 4-[1-HYDROXY-2-(METHYLAMINO)ETHYL]-, (R)-  
Amount (Lbs): 1340

Waste code: P075  
Waste name: NICOTINE, & SALTS  
Amount (Lbs): 1340

Waste code: U010  
Waste name: AZIRINO[2',3':3,4]PYRROLO[1,2-A]INDOLE-4,7-DIONE,  
6-AMINO-8-[[AMINOCARBONYL]OXY]METHYL-  
1,1A,2,8,8A,8B-HEXAHYDRO-8A-METHOXY-5-METHYL-, [1AS-(1AALPHA,  
8BETA,8AALPHA,8BALPHA)]-  
Amount (Lbs): 1340

Waste code: U035  
Waste name: BENZENE BUTANOIC ACID, 4-[BIS(2-CHLOROETHYL)AMINO]-  
Amount (Lbs): 1340

Waste code: U058  
Waste name: CYCLOPHOSPHAMIDE  
Amount (Lbs): 1340

Waste code: U059  
Waste name: DAUNOMYCIN  
Amount (Lbs): 1340

Waste code: U129  
Waste name: CYCLOHEXANE, 1,2,3,4,5,6-HEXACHLORO-,  
(1ALPHA,2ALPHA,3BETA,4ALPHA,5ALPHA,6BETA)-  
Amount (Lbs): 1340

Waste code: U132  
Waste name: HEXACHLOROPHENE  
Amount (Lbs): 1340

Waste code: U150  
Waste name: MELPHALAN  
Amount (Lbs): 1340

Waste code: U154  
Waste name: METHANOL (l)  
Amount (Lbs): 185

Facility Has Received Notices of Violations:

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 08/01/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - General  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 08/01/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - Records/Reporting  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-General Facility Standards  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Contingency Plan and Emergency Procedures  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - Records/Reporting  
Date violation determined: 05/17/2011  
Date achieved compliance: 05/17/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Contingency Plan and Emergency Procedures  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 08/01/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - Records/Reporting  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 08/01/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-General Facility Standards  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 08/01/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: TSD IS-Preparedness and Prevention  
Date violation determined: 05/17/2011  
Date achieved compliance: 07/01/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Regulation violated: Not reported  
Area of violation: Generators - Pre-transport  
Date violation determined: 05/17/2011  
Date achieved compliance: 05/17/2011  
Violation lead agency: State  
Enforcement action: WRITTEN INFORMAL  
Enforcement action date: 05/17/2011  
Enf. disposition status: Not reported  
Enf. disp. status date: Not reported  
Enforcement lead agency: State  
Proposed penalty amount: Not reported  
Final penalty amount: Not reported  
Paid penalty amount: Not reported

Evaluation Action Summary:

Evaluation date: 08/01/2011  
Evaluation: NON-FINANCIAL RECORD REVIEW  
Area of violation: Not reported  
Date achieved compliance: Not reported  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: TSD IS-General Facility Standards  
Date achieved compliance: 07/01/2011  
Evaluation lead agency: State

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - Records/Reporting  
Date achieved compliance: 07/01/2011  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - Pre-transport  
Date achieved compliance: 05/17/2011  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - Records/Reporting  
Date achieved compliance: 05/17/2011  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: TSD IS-Preparedness and Prevention  
Date achieved compliance: 07/01/2011  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: Generators - General  
Date achieved compliance: 07/01/2011  
Evaluation lead agency: State

Evaluation date: 05/17/2011  
Evaluation: COMPLIANCE EVALUATION INSPECTION ON-SITE  
Area of violation: TSD IS-Contingency Plan and Emergency Procedures  
Date achieved compliance: 07/01/2011  
Evaluation lead agency: State

FINDS:

Registry ID: 110001376886

Environmental Interest/Information System

KS-FP (Kansas - Facility Profiler) is a geographically-based data warehouse site that presents information about facilities and locations of interest to the KDHE. This site has in excess of twenty environmental interest which contains information on closed facilities, completed cleanups, and past operations as well as data on current operations and activities.

AFS (Aerometric Information Retrieval System (AIRS) Facility Subsystem) replaces the former Compliance Data System (CDS), the National Emission Data System (NEDS), and the Storage and Retrieval of Aerometric Data (SAROAD). AIRS is the national repository for information concerning airborne pollution in the United States. AFS is used to track emissions and compliance data from industrial plants. AFS data are utilized by states to prepare State Implementation Plans to comply with regulatory programs and by EPA as an input for the estimation of total national emissions. AFS is undergoing a major redesign to support facility operating permits required under Title V

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

of the Clean Air Act.

LUST:

Facility ID:	29580
<b>Site Status:</b>	<b>Closed</b>
Release Date:	Not reported
Initial Report Date:	09/14/1992
Project Number:	U4-046-01297
Project Name:	Us Sprint, Westwood, 2330 Shawnee Miss P
Legal Desc Section:	03
Legal Desc Township:	12S
Legal Desc Range:	24E
Initial Ranking:	Not reported
Current Ranking:	Not reported
Facility Contact:	Dave Rogers
Facility Phone Number:	816-854-7662
Facility Owner Identification number:	29433
Facility Owner:	Not reported
Owner Contact Person:	Not reported
Owner Address:	Westwood
Owner City:	Not reported
Owner State:	KS
Owner Zip Code:	Not reported
Owner Phone number:	Not reported
Contractor license number:	Not reported
Contractor phone number:	Not reported
Leak duration (if known):	Not reported
Quantity released (if known):	Not reported
Quantity recorded:	Not reported
Leak Type:	Not reported
Reported By:	Not reported
Reported by persons phone number:	Not reported
Reported by person address:	Not reported
Ground water Impacted (yes/no):	bedrock 12' (lms) to 17'; gw not encountered w/ exception to limited quantities at bedrock.
Static groundwater level:	Not reported
Groundwater flow direction:	Not reported
District staff names:	Dan Kellerman
Assessment of release:	no impact revealed in soil borings around ust or lines. soil borings on lines not every 20';tt confirmed integrity of lines acceptable.two analytical methods(8020 & 8015)used, nothing detected in excess of kdhe limits.
Contamination assesement:	yes, known usts have been addressed(none), no other usts at this location.
Extent of contamination impact:	no gw impact suspected or projected. sample collected.
Updated information:	Not reported
Invoice initiated:	19924
Invoice on going:	Not reported
Invoinc completetd:	19924
Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported
Cost recovery completed:	Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Cost recovery completed by: Not reported  
Application to trust fund: Not reported

Facility ID: 82641  
**Site Status: Closed**  
Release Date: Not reported  
Initial Report Date: 10/17/2006  
Project Number: U4-046-13868  
Project Name: University of Kansas Westwood Campus  
Legal Desc Section: 03  
Legal Desc Township: 12S  
Legal Desc Range: 25E  
Initial Ranking: Not reported  
Current Ranking: Not reported  
Facility Contact: Duane Daugherty  
Facility Phone Number: Not reported  
Facility Owner Identification number: 30255  
Facility Owner: Univ. of KS Medical Ctr.  
Owner Contact Person: Duane Daugherty  
Owner Address: 3901 Rainbow Blvd.  
Owner City: Kansas City  
Owner State: KS  
Owner Zip Code: 66160  
Owner Phone number: 913-588-1567  
Contractor license number: C0037  
Contractor phone number: 816-525-8811  
Leak duration (if known): Not reported  
Quantity released (if known): Not reported  
Quantity recorded: Not reported  
Leak Type: Not reported  
Reported By: Duane Dougherty  
Reported by persons phone number: 913-588-1567  
Reported by person address: 3901 Rainbow  
Ground water Impacted (yes/no): Clay/Silty clay overlying weathered bedrock. Groundwater in the area is typically perched in nature.

Static groundwater level: Not reported  
Groundwater flow direction: Ass  
District staff names: Tom Winn  
Assessment of release: USTs were exposed during excavation activities for a new sewer line. The soil adjacent to the USTs was visibly stained. The size of the UST basin was limited and the amount of impacted soil appears small.

Contamination assesement: Yes.  
Extent of contamination impact: Groundwater was not encountered.  
Updated information: Site location is located in a primarily commercial area bordered up-gradient by residential. A golf course is located hydraulically down-gradient. 3 abandoned USTs were encountered during the installation of a sanitary sewer extension. One of the tank

Invoice initiated: 20071  
Invoice on going: Not reported  
Invoic completetd: 20071  
Release confirmed: 20071

Emergency contact: Not reported  
Enforcement action: Not reported  
Cost recovery: Not reported  
Cost recovery initiated: 20071  
Cost recovery initiated by: Responsible Party  
Cost recovery completed: 20071

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Cost recovery completed by: Responsible Party  
Application to trust fund: Not reported

UST:

Facility ID: 29580  
Facility 911 Address: 2330 SHAWNEE MISSION PKWY  
Facility 911 City, State, Zip: WESTWOOD, KS 66205-2005  
Facility Phone: 913-588-1270  
Phone 24 Hours: 913-588-1270  
Facility District: NE  
Facility Location Method: Not reported  
Facility Feature: Not reported  
Facility Datum: Not reported  
Facility Lat/Long: /  
Owner ID: 44151  
Owner: UNIV OF KS HOSP AUTH-WESTWOOD  
Owner Type: Private Or Corp.  
Owner/Rep Name: JON JACKSON  
Owner/Rep Title: Not reported  
Owner Address: 3901 RAINBOW BLVD  
Owner City, State, Zip: KANSAS CITY, KS 66160-7118  
Owner County: WYANDOTTE  
Contact: DWIGHT KASPERBAUER  
Contact Title: Not reported

Tank ID: 001  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 5000  
**Hazards: Not reported**  
Petroleum Substance: Heating Oil  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1967  
Date Removed: 9/15/1992  
Last Permit Printed: Not reported  
Current Permit Printed: Not reported  
QTY Remaining in Tank: 0  
Filled/Removed: Filled  
Tank Empty: Not reported  
Out of Service Mo/Yr: 091992  
Material of Construction: Steel  
Piping: Other,STEEL W/ASPHALTIC WR  
Tank Internal Protection: Unknown  
Tank External Protection: Unknown

AST:

Facility ID: 29580  
Facility 911 Address: 2330 SHAWNEE MISSION PKWY  
Facility 911 City,St,Zip: WESTWOOD, KS 66205-2005  
Facility Phone: 913-588-1270  
24 Hour Phone Num: 913-588-1270  
Facility District: NE  
Facility Location Method: Not reported  
Facility Feature: Not reported  
Facility Datum: Not reported  
Facility Lat/Long: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Owner ID: 44151  
Owner Type: Private Or Corp.  
Owner Name: UNIV OF KS HOSP AUTH-WESTWOOD  
Owner Address: 3901 RAINBOW BLVD  
Owner City,St Zip: KANSAS CITY, KS 66160-7118  
Owner County: WYANDOTTE  
Owner Phone: 913-588-8302  
Owner Replacement Name: JON JACKSON  
Owner Replacement Title: Not reported  
Contact: DWIGHT KASPERBAUER  
Contact Title: Not reported

Tank ID: 003  
Tank Type: Aboveground  
Tank Status: Current In Use  
Tank Empty: Not reported  
Installation Year: 2002  
Date Removed: Not reported  
Last Permit Printed: 2012-06-22 00:00:00  
Current Permit Printed: 2013-06-18 00:00:00  
QTY remaining in Tank: Not reported  
Out of service Mo/Yr: Not reported  
Material of Construction: Double Wall  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Hazards: Fire,Chronic,Acute  
Tank Internal Protection: Not reported  
Tank External Protection: Not reported  
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

Tank ID: 001  
Tank Type: Aboveground  
Tank Status: Current In Use  
Tank Empty: Not reported  
Installation Year: 1998  
Date Removed: Not reported  
Last Permit Printed: 2012-06-22 00:00:00  
Current Permit Printed: 2013-06-18 00:00:00  
QTY remaining in Tank: 0  
Out of service Mo/Yr: Not reported  
Material of Construction: Steel  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Hazards: Fire,Chronic,Acute  
Tank Internal Protection: Not reported  
Tank External Protection: Not reported  
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

Tank ID: 002  
Tank Type: Aboveground  
Tank Status: Current In Use  
Tank Empty: Not reported  
Installation Year: 2001  
Date Removed: Not reported  
Last Permit Printed: 2012-06-22 00:00:00



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

Current Permit Printed: 2013-06-18 00:00:00  
QTY remaining in Tank: Not reported  
Out of service Mo/Yr: Not reported  
Material of Construction: Steel  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Hazards: Fire,Chronic,Acute  
Tank Internal Protection: Unknown  
Tank External Protection: Painted  
Principal CERCLA Substance/Chem Abstract Service Num: 68476-34-6

AIRS (AFS):

Airs Minor Details:

EPA plant ID: 110001376886  
Plant name: SPRINT COMMUNICATIONS CO., LP  
Plant address: 2330 SHAWNEE MISSION PARKWAY  
WESTWOOD, KS 66205  
County: JOHNSON  
Region code: 07  
Dunn & Bradst #: Not reported  
Air quality cntrl region: 094  
Sic code: 4813  
Sic code desc: TELEPHONE COMMUNICATIONS, EXCEPT RADIO (1987)  
North Am. industrial class: 517110  
NAIC code description: Wired Telecommunications Carriers  
Default compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Default classification: POTENTIAL UNCONTROLLED EMISSIONS < 100 TONS/YEAR  
Govt facility: ALL OTHER FACILITIES NOT OWNED OR OPERATED BY A FEDERAL, STATE, OR LOCAL GOVERNMENT  
Current HPV: Not reported

Compliance and Enforcement Major Issues:

Air program: SIP SOURCE  
National action type: Not reported  
Date achieved: 00000  
Penalty amount: Not reported

Historical Compliance Minor Sources:

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1202  
Air prog code hist file: SIP SOURCE  
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1204  
Air prog code hist file: SIP SOURCE  
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1303  
Air prog code hist file: SIP SOURCE  
State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1004  
Air prog code hist file: SIP SOURCE

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)

1000399097

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1101  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1102  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1103  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1104  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1201  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1203  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1301  
Air prog code hist file: SIP SOURCE

State compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Hist compliance date: 1302  
Air prog code hist file: SIP SOURCE

Compliance & Violation Data by Minor Sources:

Air program code: SIP SOURCE  
Plant air program pollutant: Not reported  
Default pollutant classification: POTENTIAL UNCONTROLLED EMISSIONS < 100 TONS/YEAR  
Def. poll. compliance status: IN COMPLIANCE WITH PROCEDURAL REQUIREMENTS  
Def. attainment/non attainment: ATTAINMENT AREA FOR GIVEN POLLUTANT  
Repeat violator date: Not reported  
Turnover compliance: Not reported

RGALUST:

- 2012 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2012 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2011 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2011 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2009 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2009 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2008 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2008 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2007 FORMER GASOLINE STATION 2330 SHAWNEE MISSION PARKWAY
- 2007 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2006 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2005 US SPRINT 2330 SHAWNEE MISSION PKWY
- 2004 2330 SHAWNEE MISSION PKWY
- 2003 US SPRINT 2330 SHAWNEE MISSION PKWY

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**UNIVERSITY OF KANSAS HOSPITAL AUTHORITY WESTWOOD (Continued)**

1000399097

2002	US SPRINT	2330 SHAWNEE MISSION PKWY
2001	US SPRINT	2330 SHAWNEE MISSION PKWY
2000	US SPRINT	2330 SHAWNEE MISSION PKWY
1999	US SPRINT	2330 SHAWNEE MISSION PKWY
1998	US SPRINT	2330 SHAWNEE MISSION PKWY
1997	US SPRINT	2330 SHAWNEE MISSION PKWY
1996	US SPRINT	2330 SHAWNEE MISSION PKWY

2  
NW  
1/8-1/4  
0.241 mi.  
1270 ft.

**KMBZ/KMBR TRANSMITTER SITE**  
**4935 BELINDER ROAD**  
**WESTWOOD, KS 66205**

KS LUST U000199034  
KS UST N/A  
KS Financial Assurance  
KS RGA LUST

Relative:  
Higher

Actual:  
971 ft.

**LUST:**

Facility ID: 28815  
**Site Status: Closed**  
 Release Date: Not reported  
 Initial Report Date: 11/29/2001  
 Project Number: U4-046-13201  
 Project Name: Kmbz/kmbr Transmitter Site  
 Legal Desc Section: 03  
 Legal Desc Township: 12S  
 Legal Desc Range: 25E  
 Initial Ranking: Not reported  
 Current Ranking: Not reported  
 Facility Contact: Richard Meyer  
 Facility Phone Number: 913-236-9800  
 Facility Owner Identification number: 28815  
 Facility Owner: Entercom Communications, Inc.  
 Owner Contact Person: Not reported  
 Owner Address: 401 City Ave., Suite 409  
 Owner City: Bala Cynwyd  
 Owner State: PA  
 Owner Zip Code: 19004  
 Owner Phone number: 610-660-5610  
 Contractor license number: Not reported  
 Contractor phone number: Not reported  
 Leak duration (if known): Not reported  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Spill/Overfill  
 Reported By: Dan Wells  
 Reported by persons phone number: Not reported  
 Reported by person address: Kdhe  
 Ground water Impacted (yes/no): brown silty clay.  
 Static groundwater level: Not reported  
 Groundwater flow direction: Not reported  
 District staff names: Danial Wells  
 Assessment of release: according to the lab results, both samples contained totalpetroleum hydrocarbon concentrations of non-detect with a minimum detection limit of 13 mg/kg. the line trenches did not contain any sign of contamination.based on the information available a  
 Contaimination assesement: Not reported  
 Extent of contamination impact: no groundwater impact is suspected.  
 Updated information: Not reported  
 Invoice initiated: Not reported  
 Invoice on going: Not reported  
 Invoic completeted: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

**KMBZ/KMBR TRANSMITTER SITE (Continued)**

**U000199034**

Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported
Cost recovery completed:	Not reported
Cost recovery completed by:	Not reported
Application to trust fund:	Not reported
Facility ID:	28815
<b>Site Status:</b>	<b>Closed</b>
Release Date:	Not reported
Initial Report Date:	03/12/1997
Project Number:	U4-046-11426
Project Name:	Kmbz Radio
Legal Desc Section:	03
Legal Desc Township:	12S
Legal Desc Range:	25E
Initial Ranking:	Not reported
Current Ranking:	Not reported
Facility Contact:	Richard Meyer
Facility Phone Number:	913-236-9800
Facility Owner Identification number:	28815
Facility Owner:	Bonneville International Corp
Owner Contact Person:	Not reported
Owner Address:	55 N 300 W, Box 1160
Owner City:	Salt Lake City
Owner State:	UT
Owner Zip Code:	841101160
Owner Phone number:	801-575-7530
Contractor license number:	C0034
Contractor phone number:	913-621-1043
Leak duration (if known):	Not reported
Quantity released (if known):	Not reported
Quantity recorded:	Not reported
Leak Type:	Not reported
Reported By:	Not reported
Reported by persons phone number:	Not reported
Reported by person address:	Not reported
Ground water Impacted (yes/no):	black silty clay
Static groundwater level:	Not reported
Groundwater flow direction:	Not reported
District staff names:	Dan Kellerman
Assessment of release:	1 diesel ust removed. no staining/odors present.
Contamination assesement:	Not reported
Extent of contamination impact:	no gw encountered
Updated information:	Not reported
Invoice initiated:	19972
Invoice on going:	Not reported
Invoc completetd:	19972
Release confirmed:	Not reported
Emergency contact:	Not reported
Enforcement action:	Not reported
Cost recovery:	Not reported
Cost recovery initiated:	Not reported
Cost recovery initiated by:	Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

Cost recovery completed: Not reported  
Cost recovery completed by: Not reported  
Application to trust fund: Not reported

UST:

Facility ID: 28815  
Facility 911 Address: 4935 BELINDER  
Facility 911 City, State, Zip: WESTWOOD, KS 66205  
Facility Phone: 913-677-8998  
Phone 24 Hours: 913-677-8998  
Facility District: NE  
Facility Location Method: Garmin GPS III Plus  
Facility Feature: Facility Center  
Facility Datum: WGS84  
Facility Lat/Long: 39.038789999999999/-94.616420000000005  
Owner ID: 28815  
Owner: ENTERTAINMENT COMMUNICATION IN  
Owner Type: Private Or Corp.  
Owner/Rep Name: Ken Wolf  
Owner/Rep Title: Chief Engr.  
Owner Address: 401 CITY AVE.  
Owner City, State, Zip: BALACYNWYD, PA 19004  
Owner County: Not reported  
Contact: Ken Wolf  
Contact Title: Chief Engineering

Tank ID: 001  
Tank Type: Underground  
Tank Status: Permanently Out Of Use  
Total Capacity (Gals): 300  
Hazards: Not reported  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1982  
Date Removed: 3/15/1997  
Last Permit Printed: 1996-07-10 00:00:00  
Current Permit Printed: Not reported  
QTY Remaining in Tank: 0  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 031997  
Material of Construction: Steel  
Piping: Galv Steel  
Tank Internal Protection: None  
Tank External Protection: Painted

Tank ID: 002  
Tank Type: Underground  
Tank Status: Permanently Out Of Use  
Total Capacity (Gals): 300  
Hazards: Not reported  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1997  
Date Removed: 11/29/2001  
Last Permit Printed: 2001-07-23 00:00:00

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

**KMBZ/KMBR TRANSMITTER SITE (Continued)**

**U000199034**

Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 11/29/  
Material of Construction: Steel  
Piping: Cat Prot  
Tank Internal Protection: None  
Tank External Protection: Fbr Ref Plstc Coat

Tank ID: 003  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 500  
**Hazards: Not reported**  
Petroleum Substance: Diesel  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1900  
Date Removed: 11/29/2001  
Last Permit Printed: Not reported  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 11/29/  
Material of Construction: Steel  
Piping: Unknown  
Tank Internal Protection: Unknown  
Tank External Protection: Unknown

KS Financial Assurance:  
Facility ID: 28815  
Financial Responsibility: Insurance Policy

**RGALUST:**

2012 KMBZ RADIO 4935 BELINDER  
2012 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2011 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2011 KMBZ RADIO 4935 BELINDER  
2009 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2009 KMBZ RADIO 4935 BELINDER  
2008 KMBZ RADIO 4935 BELINDER  
2008 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2007 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
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2004 4935 BELINDER  
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2003 KMBZ RADIO 4935 BELINDER  
2003 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2002 KMBZ/KMBR TRANSMITTER SITE 4935 BELINDER  
2002 KMBZ RADIO 4935 BELINDER

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

KMBZ/KMBR TRANSMITTER SITE (Continued)

U000199034

2001	KMBZ RADIO	4935 BELINDER
2000	KMBZ RADIO	4935 BELINDER
1999	KMBZ RADIO	4935 BELINDER
1998	KMBZ RADIO	4935 BELINDER
1997	KMBZ RADIO	4935 BELINDER

A3 WESTWOOD HILLS SHOPPING CENTER  
East 5012 STATE LINE RD  
1/8-1/4 WESTWOOD, KS 66205  
0.241 mi.  
1271 ft. Site 1 of 2 in cluster A

KS LUST S104818338  
KS RGA LUST N/A

Relative:  
Lower

LUST:

Actual:  
891 ft.

Facility ID: 81756  
**Site Status: Closed**  
 Release Date: Not reported  
 Initial Report Date: 04/04/2000  
 Project Number: U4-046-12943  
 Project Name: Westwood Hills Shopping Center  
 Legal Desc Section: 02  
 Legal Desc Township: 12S  
 Legal Desc Range: 25E  
 Initial Ranking: Not reported  
 Current Ranking: Not reported  
 Facility Contact: David French  
 Facility Phone Number: 816-936-8545  
 Facility Owner Identification number: 27575  
 Facility Owner: Highland Realty (jc Nichols)  
 Owner Contact Person: Reid Teaney  
 Owner Address: 310 Ward Parkway  
 Owner City: Kansas City  
 Owner State: MO  
 Owner Zip Code: 64112  
 Owner Phone number: Not reported  
 Contractor license number: C0021  
 Contractor phone number: Not reported  
 Leak duration (if known): Not reported  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Not reported  
 Reported By: Kathryn Larkins  
 Reported by persons phone number: 816-983-8290  
 Reported by person address: Jc Nichols  
 Ground water Impacted (yes/no): Not reported  
 Static groundwater level: Not reported  
 Groundwater flow direction: Not reported  
 District staff names: Dan Kellerman  
 Assessment of release: petroleum contam. discovered during phase ii assessment at adjacent property (former dry cleaning facility). usts abandoned in place. closed.

Contamination assesement: Not reported  
 Extent of contamination impact: Not reported  
 Updated information: Not reported  
 Invoice initiated: 20004  
 Invoice on going: Not reported  
 Invoic completetd: 20004  
 Release confirmed: Not reported  
 Emergency contact: Not reported  
 Enforcement action: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

WESTWOOD HILLS SHOPPING CENTER (Continued)

S104818338

Cost recovery: Not reported  
Cost recovery initiated: Not reported  
Cost recovery initiated by: Not reported  
Cost recovery completed: Not reported  
Cost recovery completed by: Not reported  
Application to trust fund: Not reported

RGA LUST:

2012 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2011 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2009 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2008 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2007 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2006 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2005 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2004 5012 STATE LINE RD  
2003 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2002 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2001 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD  
2000 WESTWOOD HILLS SHOPPING CENTER 5012 STATE LINE RD

A4  
ENE  
1/8-1/4  
0.242 mi.  
1278 ft.

DE FORD DINWIDDIE W CLNR  
5004 STATE LINE  
KANSAS CITY, MO

EDR US Hist Cleaners 1013782843  
N/A

Site 2 of 2 in cluster A

Relative:  
Lower

EDR Historical Cleaners:

Name: DEFORD DINWIDDIE W  
Year: 1930  
Type: CLOTHES PRESSERS AND CLEANERS  
  
Name: DE FORD DINWIDDIE W CLNR  
Year: 1935  
Type: CLOTHES PRESSERS AND CLEANERS

Actual:  
893 ft.

5  
SW  
1/4-1/2  
0.343 mi.  
1812 ft.

FAIRWAY BP  
2814 SHAWNEE MISSION PARKWAY  
FAIRWAY, KS 66205

KS LUST U000870379  
KS UST N/A  
KS Financial Assurance  
KS RGA LUST

Relative:  
Higher

LUST:

Facility ID: 00274  
Site Status: Monitor  
Release Date: Not reported  
Initial Report Date: 10/28/2008  
Project Number: U4-046-14085  
Project Name: Fairway BP  
Legal Desc Section: 03  
Legal Desc Township: 12S  
Legal Desc Range: 25E  
Initial Ranking: Not reported  
Current Ranking: Not reported  
Facility Contact: Bryan Beaver  
Facility Phone Number: Not reported  
Facility Owner Identification number: 30236

Actual:  
947 ft.



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

**FAIRWAY BP (Continued)**

**U000870379**

Facility Owner: Carter Acquisitions, LLC  
 Owner Contact Person: Bryan Beaver  
 Owner Address: 6000 Metcalf Ave.  
 Owner City: Overland Park  
 Owner State: KS  
 Owner Zip Code: 66202  
 Owner Phone number: 913-643-2300  
 Contractor license number: C0051  
 Contractor phone number: 913-438-1500  
 Leak duration (if known): Not reported  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Delivery  
 Reported By: Tom Winn  
 Reported by persons phone number: 785-842-4600  
 Reported by person address: 800 W. 24th St., Lawrence  
 Ground water Impacted (yes/no): Silty clays overlying weathered limestone/perched subsurface water.  
 Static groundwater level: 5  
 Groundwater flow direction: Eas  
 District staff names: Tom Winn  
 Assessment of release: Visual indications of releases under spill containment. Did not appear to be widespread.  
 Contamination assesment: Yes.  
 Extent of contamination impact: Groundwater contamination extends off site across Shawnee Mission Parkway due to prior release.  
 Updated information: Facility is located in a mixed commercial and residential area. The UST's that were removed were installed in 1990 following the removal of the original USTs. During the removal of those USTs (see U4-046-00459) soil contamination was discovered around  
 Invoice initiated: 20091  
 Invoice on going: Not reported  
 Invoic completetd: 20091  
 Release confirmed: 20091  
 Emergency contact: Not reported  
 Enforcement action: Not reported  
 Cost recovery: Not reported  
 Cost recovery initiated: 20091  
 Cost recovery initiated by: Responsible Party  
 Cost recovery completed: Not reported  
 Cost recovery completed by: Not reported  
 Application to trust fund: Not reported  
 Facility ID: 00274  
**Site Status: Monitor**  
 Release Date: Not reported  
 Initial Report Date: 02/13/1990  
 Project Number: U4-046-00459  
 Project Name: Amoco #8853, Fairway  
 Legal Desc Section: 03  
 Legal Desc Township: 12S  
 Legal Desc Range: 25E  
 Initial Ranking: 46  
 Current Ranking: 46  
 Facility Contact: N. Landis  
 Facility Phone Number: 913-236-7133  
 Facility Owner Identification number: 06456  
 Facility Owner: Amco

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

FAIRWAY BP (Continued)

U000870379

Owner Contact Person: Not reported  
 Owner Address: Not reported  
 Owner City: Not reported  
 Owner State: Not reported  
 Owner Zip Code: Not reported  
 Owner Phone number: 913-236-7133  
 Contractor license number: Not reported  
 Contractor phone number: 913-334-3196  
 Leak duration (if known): 0  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Not reported  
 Reported By: Not reported  
 Reported by persons phone number: Not reported  
 Reported by person address: Not reported  
 Ground water Impacted (yes/no): Not reported  
 Static groundwater level: Not reported  
 Groundwater flow direction: Not reported  
 District staff names: Not reported  
 Assessment of release: tanks were not leaking  
 Contamination assesement: Not reported  
 Extent of contamination impact: no groundwater contam. observed.  
 Updated information: Not reported  
 Invoice initiated: 19902  
 Invoice on going: Not reported  
 Invoic completed: 19902  
 Release confirmed: 19902  
 Emergency contact: Not reported  
 Enforcement action: 19933  
 Cost recovery: Not reported  
 Cost recovery initiated: 19902  
 Cost recovery initiated by: Responsible Party  
 Cost recovery completed: Not reported  
 Cost recovery completed by: Not reported  
 Application to trust fund: 19933

UST:

Facility ID: 00274  
 Facility 911 Address: 2814 SHAWNEE MISSION PARKWAY  
 Facility 911 City, State, Zip: FAIRWAY, KS 66205  
 Facility Phone: 913-236-7133  
 Phone 24 Hours: 816-522-7790  
 Facility District: NE  
 Facility Location Method: GARMIN 3 PLUS  
 Facility Feature: Facility Center  
 Facility Datum: WGS84  
 Facility Lat/Long: 39.03322/-94.61842  
 Owner ID: 30236  
 Owner: CARTER ACQUISITION, LLC % SUSA  
 Owner Type: Current  
 Owner/Rep Name: JAMES MAY  
 Owner/Rep Title: CONTACT PERSON  
 Owner Address: 4571 W. 223RD ST  
 Owner City, State, Zip: BUCYRUS, KS 66013  
 Owner County: JOHNSON  
 Contact: SAFDAR HUSSAIN  
 Contact Title: CONTACT PERSON

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

**FAIRWAY BP (Continued)**

**U000870379**

Tank ID: 001  
 Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
 Total Capacity (Gals): 500  
**Hazards: Fire,Chronic**  
 Petroleum Substance: Used Oil  
 NonPetroleum Substance: Not reported  
 Estimated Yr In Service: 1961  
 Date Removed: 2/15/1990  
 Last Permit Printed: Not reported  
 Current Permit Printed: Not reported  
 QTY Remaining in Tank: 0  
 Filled/Removed: Removed  
 Tank Empty: Not reported  
 Out of Service Mo/Yr: 021990  
 Material of Construction: Steel  
 Piping: Galv Steel  
 Tank Internal Protection: None  
 Tank External Protection: None

Tank ID: 002  
 Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
 Total Capacity (Gals): 4000  
**Hazards: Fire,Chronic,Acute**  
 Petroleum Substance: Gas (Incl Alcohol)  
 NonPetroleum Substance: Not reported  
 Estimated Yr In Service: 1961  
 Date Removed: 2/15/1990  
 Last Permit Printed: Not reported  
 Current Permit Printed: Not reported  
 QTY Remaining in Tank: 0  
 Filled/Removed: Removed  
 Tank Empty: Not reported  
 Out of Service Mo/Yr: 021990  
 Material of Construction: Steel  
 Piping: Galv Steel  
 Tank Internal Protection: None  
 Tank External Protection: None

Tank ID: 003  
 Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
 Total Capacity (Gals): 4000  
**Hazards: Fire,Chronic,Acute**  
 Petroleum Substance: Gas (Incl Alcohol)  
 NonPetroleum Substance: Not reported  
 Estimated Yr In Service: 1961  
 Date Removed: 2/15/1990  
 Last Permit Printed: Not reported  
 Current Permit Printed: Not reported  
 QTY Remaining in Tank: 0  
 Filled/Removed: Removed  
 Tank Empty: Not reported  
 Out of Service Mo/Yr: 021990

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

**FAIRWAY BP (Continued)**

U000870379

Material of Construction: Steel  
Piping: Galv Steel  
Tank Internal Protection: None  
Tank External Protection: None

Tank ID: 004  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 8000  
**Hazards: Fire,Chronic,Acute**  
Petroleum Substance: Gas (Incl Alcohol)  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1961  
Date Removed: 2/15/1990  
Last Permit Printed: Not reported  
Current Permit Printed: Not reported  
QTY Remaining in Tank: 0  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 021990  
Material of Construction: Steel  
Piping: Galv Steel  
Tank Internal Protection: None  
Tank External Protection: None

Tank ID: 005  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 10000  
**Hazards: Fire,Chronic,Acute**  
Petroleum Substance: Gas (Incl Alcohol)  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1983  
Date Removed: 10/30/2008  
Last Permit Printed: 2007-07-30 00:00:00  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 10/30/  
Material of Construction: Steel  
Piping: Fbr Ref Plstc  
Tank Internal Protection: None  
Tank External Protection: Cat Prot

Tank ID: 006  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 12000  
**Hazards: Fire,Chronic,Acute**  
Petroleum Substance: Gas (Incl Alcohol)  
NonPetroleum Substance: Not reported  
Estimated Yr in Service: 1989  
Date Removed: 10/30/2008

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

**FAIRWAY BP (Continued)**

**U000870379**

Last Permit Printed: 2007-07-30 00:00:00  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 10/30/  
Material of Construction: Steel  
Piping: Fbr Ref Plstc  
Tank Internal Protection: Cat Prot  
Tank External Protection: Cat Prot,Painted

Tank ID: 007  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 12000  
**Hazards: Fire,Chronic,Acute**  
Petroleum Substance: Gas (Incl Alcohol)  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1989  
Date Removed: 10/30/2008  
Last Permit Printed: 2007-07-30 00:00:00  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 10/30/  
Material of Construction: Steel  
Piping: Fbr Ref Plstc  
Tank Internal Protection: Cat Prot  
Tank External Protection: Cat Prot,Painted

Tank ID: 008  
Tank Type: Underground  
**Tank Status: Permanently Out Of Use**  
Total Capacity (Gals): 550  
**Hazards: Fire,Chronic**  
Petroleum Substance: Used Oil  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1989  
Date Removed: 10/30/2008  
Last Permit Printed: 2006-08-01 00:00:00  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: 10/30/  
Material of Construction: Steel  
Piping: Galv Steel  
Tank Internal Protection: Cat Prot  
Tank External Protection: Cat Prot,Painted

KS Financial Assurance:  
Facility ID: 00274  
Financial Responsibility: 3rd Party Liability Insurance

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**FAIRWAY BP (Continued)**

**U000870379**

Facility ID: 00274  
Financial Responsibility: 3rd Party Liability Insurance

Facility ID: 00274  
Financial Responsibility: 3rd Party Liability Insurance

Facility ID: 00274  
Financial Responsibility: 3rd Party Liability Insurance

**RGA LUST:**

- 2012 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2012 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
- 2011 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
- 2011 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2009 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2009 FAIRWAY BP 2814 SHAWNEE MISSION PARKWAY
- 2008 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2007 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2006 AMOCO 2814 SHAWNEE MISSION PARKWAY
- 2005 AMOCO 2814 SHAWNEE MISSION PARKWAY

**6**  
**NNW**  
**1/4-1/2**  
**0.466 mi.**  
**2462 ft.**

**CHARLIE WILLIAMS IMPORT PARTS**  
**2701 W 47TH**  
**WESTWOOD, KS**

**KS LUST S101835069**  
**KS RGA LUST N/A**

**Relative:**  
**Higher**

**LUST:**

**Actual:**  
**960 ft.**

Facility ID: 80135  
**Site Status:** **Closed**  
 Release Date: Not reported  
 Initial Report Date: 03/01/1991  
 Project Number: U4-046-00875  
 Project Name: Charlie Williams Import Parts, Westwood  
 Legal Desc Section: 03  
 Legal Desc Township: 12S  
 Legal Desc Range: 25E  
 Initial Ranking: Not reported  
 Current Ranking: Not reported  
 Facility Contact: Charlie Williams  
 Facility Phone Number: Not reported  
 Facility Owner Identification number: Not reported  
 Facility Owner: Not reported  
 Owner Contact Person: Not reported  
 Owner Address: Not reported  
 Owner City: Not reported  
 Owner State: Not reported  
 Owner Zip Code: Not reported  
 Owner Phone number: Not reported  
 Contractor license number: Not reported  
 Contractor phone number: 913-384-3191  
 Leak duration (if known): Not reported  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Tank  
 Reported By: Jack McDonald  
 Reported by persons phone number: 913-384-3191  
 Reported by person address: Not reported

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

**CHARLIE WILLIAMS IMPORT PARTS (Continued)**

**S101835069**

Ground water Impacted (yes/no): brown clay  
 Static groundwater level: Not reported  
 Groundwater flow direction: Not reported  
 District staff names: Not reported  
 Assessment of release: Two 2000 gallon waste oil usts have been removed from this location. There was some contamination in the soil surrounding the tanks. The contaminated soil was stock piled on site until it could be transported to an authorized landfill.  
 Contamination assesement: Not reported  
 Extent of contamination impact: none  
 Updated information: Not reported  
 Invoice initiated: 19912  
 Invoice on going: Not reported  
 Invoic completetd: 19912  
 Release confirmed: 19912  
 Emergency contact: Not reported  
 Enforcement action: Not reported  
 Cost recovery: Not reported  
 Cost recovery initiated: 19912  
 Cost recovery initiated by: Responsible Party  
 Cost recovery completed: 19912  
 Cost recovery completed by: Responsible Party  
 Application to trust fund: Not reported

**RGALUST:**

2012	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2011	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2009	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2008	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2007	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2006	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2005	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2004	2701 W 47TH	
2003	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2002	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2001	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
2000	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1999	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1998	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1997	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH
1996	CHARLIE WILLIAMS IMPORT PARTS	2701 W 47TH

7  
NNE  
1/4-1/2  
0.474 mi.  
2502 ft.

**WESTWOOD, CITY OF**  
1900 W 47TH PL.  
WESTWOOD, KS 66205

KS LUST U000198434  
KS UST N/A  
KS RGA LUST

Relative:  
Lower

**LUST:**

Facility ID: 27427  
 Site Status: Closed  
 Release Date: Not reported  
 Initial Report Date: 07/20/1989  
 Project Number: U4-046-00268  
 Project Name: Westwood, City Of  
 Legal Desc Section: 02  
 Legal Desc Township: 12S  
 Legal Desc Range: 25E

Actual:  
892 ft.

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

WESTWOOD, CITY OF (Continued)

U000198434

Initial Ranking: Not reported  
 Current Ranking: Not reported  
 Facility Contact: Not reported  
 Facility Phone Number: Not reported  
 Facility Owner Identification number: 27427  
 Facility Owner: Not reported  
 Owner Contact Person: Not reported  
 Owner Address: Not reported  
 Owner City: Not reported  
 Owner State: Not reported  
 Owner Zip Code: Not reported  
 Owner Phone number: Not reported  
 Contractor license number: Not reported  
 Contractor phone number: 785-921-5032  
 Leak duration (if known): Not reported  
 Quantity released (if known): Not reported  
 Quantity recorded: Not reported  
 Leak Type: Not reported  
 Reported By: Not reported  
 Reported by persons phone number: Not reported  
 Reported by person address: Not reported  
 Ground water Impacted (yes/no): Not reported  
 Static groundwater level: Not reported  
 Groundwater flow direction: Not reported  
 District staff names: Not reported  
 Assessment of release: 1-10,000 gas ust removed. tank ~ 10 yrs old. tank did not leak. city did not want to upgrade. soil tested <100ppm. closed.  
 Contamination assesement: Not reported  
 Extent of contamination impact: Not reported  
 Updated information: Not reported  
 Invoice initiated: 19894  
 Invoice on going: Not reported  
 Invoic completetd: 19894  
 Release confirmed: Not reported  
 Emergency contact: Not reported  
 Enforcement action: Not reported  
 Cost recovery: Not reported  
 Cost recovery initiated: Not reported  
 Cost recovery initiated by: Not reported  
 Cost recovery completed: Not reported  
 Cost recovery completed by: Not reported  
 Application to trust fund: Not reported

UST:

Facility ID: 27427  
 Facility 911 Address: 47TH & RAINBOW  
 Facility 911 City, State, Zip: WESTWOOD, KS 66205  
 Facility Phone: 913-362-1550  
 Phone 24 Hours: 913-362-1550  
 Facility District: NE  
 Facility Location Method: GARMIN 3 PLUS  
 Facility Feature: Facility Center  
 Facility Datum: WGS84  
 Facility Lat/Long: 39.04200000000002/-94.61212999999993  
 Owner ID: 27427  
 Owner: WESTWOOD, CITY OF  
 Owner Type: Not reported



MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)  
EDR ID Number  
EPA ID Number

WESTWOOD, CITY OF (Continued)

U000198434

Owner/Rep Name: Harry B. Malnicof  
Owner/Rep Title: Admin.  
Owner Address: 1900 W 47TH PL.  
Owner City, State, Zip: WESTWOOD, KS 66205  
Owner County: Not reported  
Contact: Harry B. Malnicof  
Contact Title: Admin.

Tank ID: 001  
Tank Type: Underground  
Tank Status: Permanently Out Of Use  
Total Capacity (Gals): 10000  
Hazards: Fire, Chronic, Acute  
Petroleum Substance: Gas (Incl Alcohol)  
NonPetroleum Substance: Not reported  
Estimated Yr In Service: 1977  
Date Removed: Not reported  
Last Permit Printed: Not reported  
Current Permit Printed: Not reported  
QTY Remaining in Tank: Not reported  
Filled/Removed: Removed  
Tank Empty: Not reported  
Out of Service Mo/Yr: Not reported  
Material of Construction: Fbr Ref Plastic  
Piping: Galv Steel  
Tank Internal Protection: Unknown  
Tank External Protection: Fbr Ref Plstc Coat

RGA LUST:

2012	WESTWOOD, CITY OF	1900 W 47TH PLACE
2011	WESTWOOD, CITY OF	1900 W 47TH PLACE
2009	WESTWOOD, CITY OF	1900 W 47TH PLACE
2008	WESTWOOD, CITY OF	1900 W 47TH PLACE
2007	WESTWOOD, CITY OF	1900 W 47TH PLACE
2006	WESTWOOD, CITY OF	1900 W 47TH PLACE
2005	WESTWOOD, CITY OF	1900 W 47TH PLACE
2004	1900 W 47TH PLACE	
2003	WESTWOOD, CITY OF	1900 W 47TH PLACE
2002	WESTWOOD, CITY OF	1900 W 47TH PLACE
2001	WESTWOOD, CITY OF	1900 W 47TH PLACE
2000	WESTWOOD, CITY OF	1900 W 47TH PLACE
1999	WESTWOOD, CITY OF	1900 W 47TH PLACE
1999	CITY OF WESTWOOD	1900 W 47TH PLACE
1998	WESTWOOD, CITY OF	1900 W 47TH PLACE
1998	CITY OF WESTWOOD	1900 W 47TH PLACE
1997	WESTWOOD, CITY OF	1900 W 47TH PLACE
1996	WESTWOOD, CITY OF	1900 W 47TH PLACE

8

North 47TH & RAINBOW  
1/4-1/2 WESTWOOD, KS  
0.493 mi.  
2605 ft.

KS LUST S106782153  
KS RGA LUST N/A

Relative:  
Higher

LUST:

Facility ID: 27427  
Site Status: Closed  
Release Date: Not reported

Actual:  
947 ft.

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s)

EDR ID Number  
EPA ID Number

(Continued)

S106782153

Initial Report Date: 01/24/1990  
Project Number: U4-046-00457  
Project Name: Westwood, City Of, 47th & Rainbow  
Legal Desc Section: 03  
Legal Desc Township: 12S  
Legal Desc Range: 25E  
Initial Ranking: Not reported  
Current Ranking: Not reported  
Facility Contact: Not reported  
Facility Phone Number: Not reported  
Facility Owner Identification number: 27427  
Facility Owner: City Of Westwood  
Owner Contact Person: Not reported  
Owner Address: 47th & Rainbow,westwood  
Owner City: Not reported  
Owner State: KS  
Owner Zip Code: Not reported  
Owner Phone number: Not reported  
Contractor license number: Not reported  
Contractor phone number: 816-891-7717  
Leak duration (if known): Ukwn  
Quantity released (if known): Not reported  
Quantity recorded: Not reported  
Leak Type: Tank  
Reported By: Chuck Williams  
Reported by persons phone number: 816-891-7717  
Reported by person address: 10383 N. Executive Hills Blvd.  
Ground water Impacted (yes/no): Not reported  
Static groundwater level: Not reported  
Groundwater flow direction: Not reported  
District staff names: Meredith Roth  
Assessment of release: on 1-24-90 1-800 & 2-200 gal gasoline usts were removed. contaminated soil surrounding these tanks removed to forrestview landfill. tanks were discovered while excavating a lot for new city hall. these tanks had been abandoned for many years.  
Contaimination assesement: Not reported  
Extent of contamination impact: Not reported  
Updated information: Not reported  
Invoice initiated: 19902  
Invoice on going: Not reported  
Invoic completetd: 19902  
Release confirmed: 19902  
Emergency contact: Not reported  
Enforcement action: 19911  
Cost recovery: Not reported  
Cost recovery initiated: 19902  
Cost recovery initiated by: Responsible Party  
Cost recovery completed: 19902  
Cost recovery completed by: Responsible Party  
Application to trust fund: 19911

RGALUST:

2012	CITY OF WESTWOOD	47TH & RAINBOW
2011	CITY OF WESTWOOD	47TH & RAINBOW
2009	CITY OF WESTWOOD	47TH & RAINBOW
2008	CITY OF WESTWOOD	47TH & RAINBOW
2007	CITY OF WESTWOOD	47TH & RAINBOW

MAP FINDINGS

Map ID  
Direction  
Distance  
Elevation

Site

Database(s) EDR ID Number  
EPA ID Number

(Continued)

S106782153

2006	CITY OF WESTWOOD	47TH & RAINBOW
2005	CITY OF WESTWOOD	47TH & RAINBOW
2004	47TH & RAINBOW	
2003	CITY OF WESTWOOD	47TH & RAINBOW
2002	CITY OF WESTWOOD	47TH & RAINBOW
2001	CITY OF WESTWOOD	47TH & RAINBOW
2000	CITY OF WESTWOOD	47TH & RAINBOW
1999	CITY OF WESTWOOD	47TH & RAINBOW
1998	CITY OF WESTWOOD	47TH & RAINBOW
1997	CITY OF WESTWOOD	47TH & RAINBOW
1996	CITY OF WESTWOOD	47TH & RAINBOW

Count: 7 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
HILLMAN	A100354424	HILLMAN HARDWARE	142 STATE ST	64112	MI AST
KANSAS CITY	S112231636	RAINBOW AND 47TH	RAINBOW AND 47TH	66103	KS LUST
MISSION	S106105866	SANDIFER MOTORS	3500 FOXRIDGE DRIVE		KS SWF/LF, KS RGA LF
MISSION	S111420837	HARLEYWOODS BTA	5908 OUTLOOK AND SURROUNDING L		KS SHWS, KS RGA HWS
MISSION	S111420836	5919 WOODSTON BTA	5919 WOODSTON		KS SHWS, KS RGA HWS
PRAIRIE VILLAGE	1004702226	HEALTH RELATED SVC INC	7930 STATE LINE	66208	RCRA NonGen / NLR, FINDS
ROELAND PARK	1012210015	MERCURY-REINHARDT DRIVE	4751 REIHARDT DRIVE	66205	CERCLIS

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

**Number of Days to Update:** Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

## STANDARD ENVIRONMENTAL RECORDS

### ***Federal NPL site list***

#### **NPL: National Priority List**

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/21/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

#### **NPL Site Boundaries**

##### **Sources:**

EPA's Environmental Photographic Interpretation Center (EPIC)  
Telephone: 202-564-7333

EPA Region 1  
Telephone 617-918-1143

EPA Region 6  
Telephone: 214-655-6659

EPA Region 3  
Telephone 215-814-5418

EPA Region 7  
Telephone: 913-551-7247

EPA Region 4  
Telephone 404-562-8033

EPA Region 8  
Telephone: 303-312-6774

EPA Region 5  
Telephone 312-886-6686

EPA Region 9  
Telephone: 415-947-4246

EPA Region 10  
Telephone 206-553-8665

#### **Proposed NPL: Proposed National Priority List Sites**

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/09/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

#### **NPL LIENS: Federal Superfund Liens**

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991	Source: EPA
Date Data Arrived at EDR: 02/02/1994	Telephone: 202-564-4267
Date Made Active in Reports: 03/30/1994	Last EDR Contact: 08/15/2011
Number of Days to Update: 56	Next Scheduled EDR Contact: 11/28/2011
	Data Release Frequency: No Update Planned

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Federal Delisted NPL site list**

### DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: N/A
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 01/09/2014
Number of Days to Update: 78	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

## **Federal CERCLIS list**

### CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/11/2013
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Quarterly

### FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/31/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 07/08/2013	Telephone: 703-603-8704
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/10/2014
Number of Days to Update: 151	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

## **Federal CERCLIS NFRAP site List**

### CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 10/25/2013	Source: EPA
Date Data Arrived at EDR: 11/11/2013	Telephone: 703-412-9810
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 11/11/2013
Number of Days to Update: 94	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Quarterly

## **Federal RCRA CORRACTS facilities list**

### CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/10/2013	Source: EPA
Date Data Arrived at EDR: 10/02/2013	Telephone: 800-424-9346
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

### ***Federal RCRA non-CORRACTS TSD facilities list***

#### **RCRA-TSDF: RCRA - Treatment, Storage and Disposal**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

### ***Federal RCRA generators list***

#### **RCRA-LQG: RCRA - Large Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

#### **RCRA-SQG: RCRA - Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

#### **RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Federal institutional controls / engineering controls registries**

### **US ENG CONTROLS: Engineering Controls Sites List**

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/14/2014	Telephone: 703-603-0695
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

### **US INST CONTROL: Sites with Institutional Controls**

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/17/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/14/2014	Telephone: 703-603-0695
Date Made Active in Reports: 01/28/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 14	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

### **LUCIS: Land Use Control Information System**

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 11/20/2013	Source: Department of the Navy
Date Data Arrived at EDR: 11/21/2013	Telephone: 843-820-7326
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 02/14/2014
Number of Days to Update: 95	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Varies

## **Federal ERNS list**

### **ERNS: Emergency Response Notification System**

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 09/30/2013	Source: National Response Center, United States Coast Guard
Date Data Arrived at EDR: 10/01/2013	Telephone: 202-267-2180
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 02/07/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

## **State- and tribal - equivalent CERCLIS**

### **KS SHWS: Identified Sites List**

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 10/31/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1660
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

**MO SHWS: Registry of Confirmed Abandoned or Uncontrolled Hazardous Waste Disposal Sites**  
 State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/05/2013	Telephone: 573-751-1990
Date Made Active in Reports: 12/20/2013	Last EDR Contact: 12/02/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Quarterly

**MO HWS DETAIL: Registry Annual Report**

Each site is described in detail in this annual report and includes the following information: a general description of the site; a summary of any significant environmental problems at and near the site; a summary of any serious health problems in the immediate vicinity of the site; the status of any testing, monitoring or remedial actions in progress or recommended by the department.

Date of Government Version: 06/30/2012	Source: Department of Natural Resources
Date Data Arrived at EDR: 03/14/2013	Telephone: 573-751-3176
Date Made Active in Reports: 04/23/2013	Last EDR Contact: 12/03/2013
Number of Days to Update: 40	Next Scheduled EDR Contact: 07/02/5007
	Data Release Frequency: Annually

### **State and tribal landfill and/or solid waste disposal site lists**

**KS SWF/LF: Directory of Sanitary Landfills, Solid Waste Transfer Stations and Collector in Kansas**  
 Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/19/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 12/19/2013	Telephone: 785-296-1590
Date Made Active in Reports: 01/16/2014	Last EDR Contact: 01/20/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Annually

**MO SWF/LF: Solid Waste Facility List**

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 11/20/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 11/25/2013	Telephone: 573-751-5401
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 02/17/2014
Number of Days to Update: 91	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Quarterly

### **State and tribal leaking storage tank lists**

**KS LUST: Leaking Underground Storage Tank Data**

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 10/22/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## MO LUST: Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-0135
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

## KS LAST: Leaking Aboveground Storage Tanks

Leaking aboveground storage tank site locations.

Date of Government Version: 10/22/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

## MO LAST: Leaking Aboveground Storage Tanks

A listing of leaking aboveground storage tanks.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-6822
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Quarterly

## INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 11/06/2013	Source: EPA Region 10
Date Data Arrived at EDR: 11/07/2013	Telephone: 206-553-2857
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 29	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

## INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 03/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2013	Telephone: 415-972-3372
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

## INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/27/2012	Source: EPA Region 8
Date Data Arrived at EDR: 08/28/2012	Telephone: 303-312-6271
Date Made Active in Reports: 10/16/2012	Last EDR Contact: 01/27/2014
Number of Days to Update: 49	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

## INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 08/27/2013	Source: EPA Region 7
Date Data Arrived at EDR: 08/27/2013	Telephone: 913-551-7003
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 09/12/2011	Source: EPA Region 6
Date Data Arrived at EDR: 09/13/2011	Telephone: 214-665-6597
Date Made Active in Reports: 11/11/2011	Last EDR Contact: 01/27/2014
Number of Days to Update: 59	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

## INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 02/01/2013	Source: EPA Region 1
Date Data Arrived at EDR: 05/01/2013	Telephone: 617-918-1313
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/30/2014
Number of Days to Update: 184	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

## INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/13/2014	Source: EPA, Region 5
Date Data Arrived at EDR: 02/14/2014	Telephone: 312-886-7439
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 10	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

## INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 11/21/2013	Source: EPA Region 4
Date Data Arrived at EDR: 11/26/2013	Telephone: 404-562-8677
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 90	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Semi-Annually

### ***State and tribal registered storage tank lists***

#### KS UST: Underground Storage Tank Data

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 10/22/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

#### MO UST: Petroleum Storage Tanks

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 12/03/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-0135
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## KS AST: Aboveground Storage Tank Data

Registered Aboveground Storage Tanks.

Date of Government Version: 10/22/2013  
 Date Data Arrived at EDR: 10/31/2013  
 Date Made Active in Reports: 12/04/2013  
 Number of Days to Update: 34

Source: Department of Health and Environment  
 Telephone: 785-296-1685  
 Last EDR Contact: 01/06/2014  
 Next Scheduled EDR Contact: 04/21/2014  
 Data Release Frequency: Quarterly

## MO AST: Aboveground Petroleum Storage Tanks

Registered Aboveground Storage Tanks.

Date of Government Version: 12/17/2013  
 Date Data Arrived at EDR: 12/18/2013  
 Date Made Active in Reports: 01/22/2014  
 Number of Days to Update: 35

Source: Department of Agriculture  
 Telephone: 573-751-7062  
 Last EDR Contact: 12/16/2013  
 Next Scheduled EDR Contact: 03/31/2014  
 Data Release Frequency: Semi-Annually

## INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 02/01/2013  
 Date Data Arrived at EDR: 05/01/2013  
 Date Made Active in Reports: 01/27/2014  
 Number of Days to Update: 271

Source: EPA, Region 1  
 Telephone: 617-918-1313  
 Last EDR Contact: 01/30/2014  
 Next Scheduled EDR Contact: 05/12/2014  
 Data Release Frequency: Varies

## INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 11/21/2013  
 Date Data Arrived at EDR: 11/26/2013  
 Date Made Active in Reports: 02/24/2014  
 Number of Days to Update: 90

Source: EPA Region 4  
 Telephone: 404-562-9424  
 Last EDR Contact: 01/27/2014  
 Next Scheduled EDR Contact: 05/12/2014  
 Data Release Frequency: Semi-Annually

## INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 02/13/2014  
 Date Data Arrived at EDR: 02/14/2014  
 Date Made Active in Reports: 02/24/2014  
 Number of Days to Update: 10

Source: EPA Region 5  
 Telephone: 312-886-6136  
 Last EDR Contact: 01/27/2014  
 Next Scheduled EDR Contact: 05/12/2014  
 Data Release Frequency: Varies

## INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/10/2011  
 Date Data Arrived at EDR: 05/11/2011  
 Date Made Active in Reports: 06/14/2011  
 Number of Days to Update: 34

Source: EPA Region 6  
 Telephone: 214-665-7591  
 Last EDR Contact: 01/27/2014  
 Next Scheduled EDR Contact: 05/12/2014  
 Data Release Frequency: Semi-Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 12/31/2012	Source: EPA Region 7
Date Data Arrived at EDR: 02/28/2013	Telephone: 913-551-7003
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 43	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

### INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 07/29/2013	Source: EPA Region 8
Date Data Arrived at EDR: 08/01/2013	Telephone: 303-312-6137
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 92	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

### INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 07/29/2013	Source: EPA Region 9
Date Data Arrived at EDR: 07/30/2013	Telephone: 415-972-3368
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 129	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

### INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 02/05/2013	Source: EPA Region 10
Date Data Arrived at EDR: 02/06/2013	Telephone: 206-553-2857
Date Made Active in Reports: 04/12/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 65	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Quarterly

### FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010	Source: FEMA
Date Data Arrived at EDR: 02/16/2010	Telephone: 202-646-5797
Date Made Active in Reports: 04/12/2010	Last EDR Contact: 01/13/2014
Number of Days to Update: 55	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Varies

### ***State and tribal institutional control / engineering control registries***

#### KS INST CONTROL: Institutional Controls Information

Sites that have institutional control information entered into the Identified Sites List database.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

### ***State and tribal voluntary cleanup sites***



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## KS VCP: Identified Sites List

Sites included in the Identified Sites List that are identified as Voluntary Cleanup sites.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

## MO VCP: Sites Participating in the Voluntary Cleanup Program

Sites participating in the Voluntary Cleanup Program.

Date of Government Version: 02/11/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 02/19/2014	Telephone: 573-526-8913
Date Made Active in Reports: 02/21/2014	Last EDR Contact: 02/19/2014
Number of Days to Update: 2	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Semi-Annually

## INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 09/17/2013	Source: EPA, Region 1
Date Data Arrived at EDR: 10/01/2013	Telephone: 617-918-1102
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 01/03/2014
Number of Days to Update: 66	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

## INDIAN VCP R7: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008	Source: EPA, Region 7
Date Data Arrived at EDR: 04/22/2008	Telephone: 913-551-7365
Date Made Active in Reports: 05/19/2008	Last EDR Contact: 04/20/2009
Number of Days to Update: 27	Next Scheduled EDR Contact: 07/20/2009
	Data Release Frequency: Varies

## **State and tribal Brownfields sites**

### KS BROWNFIELDS: Identified Sites List

Sites included in the Identified Sites List that are identified as Brownfields sites.

Date of Government Version: 10/31/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-8049
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

### MO BROWNFIELDS: Brownfields Site List

Brownfields are sites where redevelopment and reuse is hampered by known or suspected contamination with hazardous substances. While many brownfield sites are minimally contaminated, potential environmental liability can be a problem for owners, operators, prospective buyers and financial institutions. Because of the large number of these sites, their economic impact especially in heavily industrial areas is substantial.

Date of Government Version: 02/11/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 02/19/2014	Telephone: 573-526-8913
Date Made Active in Reports: 02/21/2014	Last EDR Contact: 02/19/2014
Number of Days to Update: 2	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Semi-Annually

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## ADDITIONAL ENVIRONMENTAL RECORDS

### **Local Brownfield lists**

#### US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 09/24/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 09/24/2013	Telephone: 202-566-2777
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 02/25/2014
Number of Days to Update: 73	Next Scheduled EDR Contact: 04/07/2014
	Data Release Frequency: Semi-Annually

### **Local Lists of Landfill / Solid Waste Disposal Sites**

#### DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009	Source: EPA, Region 9
Date Data Arrived at EDR: 05/07/2009	Telephone: 415-947-4219
Date Made Active in Reports: 09/21/2009	Last EDR Contact: 01/27/2014
Number of Days to Update: 137	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: No Update Planned

#### ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/09/2004	Telephone: 800-424-9346
Date Made Active in Reports: 09/17/2004	Last EDR Contact: 06/09/2004
Number of Days to Update: 39	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

#### INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2007	Telephone: 703-308-8245
Date Made Active in Reports: 01/24/2008	Last EDR Contact: 11/04/2013
Number of Days to Update: 52	Next Scheduled EDR Contact: 02/17/2014
	Data Release Frequency: Varies

### **Local Lists of Hazardous waste / Contaminated Sites**

#### US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/04/2013	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 12/10/2013	Telephone: 202-307-1000
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 12/05/2013
Number of Days to Update: 65	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Quarterly

### KS AOCNCERN: Area of Concern

The City of Wichita has taken the lead for the investigation and remediation efforts with the Kansas Department of Health & Environment, Bureau of Remediation. The primary contaminants of concern are chlorinated solvents and their degradation products.

Date of Government Version: N/A	Source: Department of Environmental Health
Date Data Arrived at EDR: 04/25/2002	Telephone: 315-268-8351
Date Made Active in Reports: 06/28/2002	Last EDR Contact: 03/13/2007
Number of Days to Update: 64	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### KS CDL: Clandestine Laboratory Data

Clandestine meth lab location

Date of Government Version: 09/29/2009	Source: Department of Health and Environment
Date Data Arrived at EDR: 10/02/2009	Telephone: 785-368-7301
Date Made Active in Reports: 10/20/2009	Last EDR Contact: 02/14/2014
Number of Days to Update: 18	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Varies

### MO CDL: Environmental Emergency Response System

Incidents reported to the Department of Natural Resources where drug lab materials were involved.

Date of Government Version: 12/04/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-751-3443
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Varies

### US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007	Source: Drug Enforcement Administration
Date Data Arrived at EDR: 11/19/2008	Telephone: 202-307-1000
Date Made Active in Reports: 03/30/2009	Last EDR Contact: 03/23/2009
Number of Days to Update: 131	Next Scheduled EDR Contact: 06/22/2009
	Data Release Frequency: No Update Planned

### Local Land Records

#### LIENS 2: CERCLA Lien Information

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/06/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 04/25/2013	Telephone: 202-564-6023
Date Made Active in Reports: 05/10/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 15	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies



# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## **Records of Emergency Release Reports**

### **HMIRS: Hazardous Materials Information Reporting System**

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/2013	Source: U.S. Department of Transportation
Date Data Arrived at EDR: 01/03/2014	Telephone: 202-366-4555
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 01/03/2014
Number of Days to Update: 52	Next Scheduled EDR Contact: 01/13/2014
	Data Release Frequency: Annually

### **KS SPILLS: Kansas Spills Database**

All spills reported under the regulatory authority of the Department of Health & Environment and the Kansas Corporation Commission.

Date of Government Version: 11/01/2013	Source: Department of Health and Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1660
Date Made Active in Reports: 12/05/2013	Last EDR Contact: 01/13/2014
Number of Days to Update: 28	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

### **MO SPILLS: Environmental Response Tracking Database**

Releases of hazardous substances reported to the department's Environmental Emergency Response (EER) section.

Date of Government Version: 12/04/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/18/2013	Telephone: 573-526-3349
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/18/2013
Number of Days to Update: 35	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Semi-Annually

## **Other Ascertainable Records**

### **RCRA NonGen / NLR: RCRA - Non Generators**

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 09/10/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/02/2013	Telephone: 913-551-7003
Date Made Active in Reports: 12/16/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 75	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

### **DOT OPS: Incident and Accident Data**

Department of Transportation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012	Source: Department of Transportation, Office of Pipeline Safety
Date Data Arrived at EDR: 08/07/2012	Telephone: 202-366-4595
Date Made Active in Reports: 09/18/2012	Last EDR Contact: 02/06/2014
Number of Days to Update: 42	Next Scheduled EDR Contact: 05/19/2014
	Data Release Frequency: Varies

### **DOD: Department of Defense Sites**

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 11/10/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/15/2014
Number of Days to Update: 62	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2011	Source: U.S. Army Corps of Engineers
Date Data Arrived at EDR: 02/26/2013	Telephone: 202-528-4285
Date Made Active in Reports: 03/13/2013	Last EDR Contact: 12/13/2013
Number of Days to Update: 15	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

### CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2013	Source: Department of Justice, Consent Decree Library
Date Data Arrived at EDR: 01/24/2014	Telephone: Varies
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 12/26/2013
Number of Days to Update: 31	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Varies

### ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013	Source: EPA
Date Data Arrived at EDR: 12/12/2013	Telephone: 703-416-0223
Date Made Active in Reports: 02/24/2014	Last EDR Contact: 12/12/2013
Number of Days to Update: 74	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Annually

### UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010	Source: Department of Energy
Date Data Arrived at EDR: 10/07/2011	Telephone: 505-845-0011
Date Made Active in Reports: 03/01/2012	Last EDR Contact: 02/25/2014
Number of Days to Update: 146	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Varies

### US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/01/2013	Source: Department of Labor, Mine Safety and Health Administration
Date Data Arrived at EDR: 09/05/2013	Telephone: 303-231-5959
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 12/06/2013
Number of Days to Update: 28	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Semi-Annually

### TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2011	Source: EPA
Date Data Arrived at EDR: 07/31/2013	Telephone: 202-566-0250
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 11/27/2013
Number of Days to Update: 44	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006	Source: EPA
Date Data Arrived at EDR: 09/29/2010	Telephone: 202-260-5521
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/26/2013
Number of Days to Update: 64	Next Scheduled EDR Contact: 04/07/2014
	Data Release Frequency: Every 4 Years

**FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009	Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/24/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Quarterly

**FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)**  
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009	Source: EPA
Date Data Arrived at EDR: 04/16/2009	Telephone: 202-566-1667
Date Made Active in Reports: 05/11/2009	Last EDR Contact: 02/24/2014
Number of Days to Update: 25	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Quarterly

**HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing**

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2007
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

**HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing**

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/01/2007	Telephone: 202-564-2501
Date Made Active in Reports: 04/10/2007	Last EDR Contact: 12/17/2008
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/17/2008
	Data Release Frequency: No Update Planned

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009	Source: EPA
Date Data Arrived at EDR: 12/10/2010	Telephone: 202-564-4203
Date Made Active in Reports: 02/25/2011	Last EDR Contact: 01/28/2014
Number of Days to Update: 77	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Annually

### ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/20/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 11/10/2011	Telephone: 202-564-5088
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 10/09/2014
Number of Days to Update: 61	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Quarterly

### PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 06/01/2013	Source: EPA
Date Data Arrived at EDR: 07/17/2013	Telephone: 202-566-0500
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/28/2014
Number of Days to Update: 107	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Annually

### MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/22/2013	Source: Nuclear Regulatory Commission
Date Data Arrived at EDR: 08/02/2013	Telephone: 301-415-7169
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 12/09/2013
Number of Days to Update: 91	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Quarterly

### RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 09/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/09/2013	Telephone: 202-343-9775
Date Made Active in Reports: 11/01/2013	Last EDR Contact: 01/10/2014
Number of Days to Update: 23	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

### FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 03/08/2013	Source: EPA
Date Data Arrived at EDR: 03/21/2013	Telephone: (913) 551-7003
Date Made Active in Reports: 07/10/2013	Last EDR Contact: 12/10/2013
Number of Days to Update: 111	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Quarterly

### RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995	Source: EPA
Date Data Arrived at EDR: 07/03/1995	Telephone: 202-564-4104
Date Made Active in Reports: 08/07/1995	Last EDR Contact: 06/02/2008
Number of Days to Update: 35	Next Scheduled EDR Contact: 09/01/2008
	Data Release Frequency: No Update Planned

### RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 11/01/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/12/2013	Telephone: 202-564-8600
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 01/27/2014
Number of Days to Update: 63	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

### BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2011	Source: EPA/NTIS
Date Data Arrived at EDR: 02/26/2013	Telephone: 800-424-9346
Date Made Active in Reports: 04/19/2013	Last EDR Contact: 11/25/2013
Number of Days to Update: 52	Next Scheduled EDR Contact: 03/10/2014
	Data Release Frequency: Biennially

### KS UIC: Underground Injection Wells Database Listing

A listing of underground injection wells.

Date of Government Version: 11/06/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 11/07/2013	Telephone: 785-296-1367
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/27/2014
Number of Days to Update: 27	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies

### MO UIC: Underground Injection Wells Database

A listing of underground injection well locations. The UIC Program is responsible for regulating the construction, operation, permitting, and closure of injection wells that place fluids underground for storage or disposal.



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 01/09/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 01/10/2014	Telephone: 573-368-2183
Date Made Active in Reports: 01/14/2014	Last EDR Contact: 02/24/2014
Number of Days to Update: 4	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Varies

**KS DRYCLEANERS: Registered Drycleaning Facilities**  
A listing of registered drycleaners.

Date of Government Version: 12/03/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 12/04/2013	Telephone: 785-291-3250
Date Made Active in Reports: 01/15/2014	Last EDR Contact: 12/02/2013
Number of Days to Update: 42	Next Scheduled EDR Contact: 03/17/2014
	Data Release Frequency: Varies

**MO DRYCLEANERS: Drycleaners in Missouri Listing**

A listing of drycleaner facilities that are potentially eligible for reimbursement of department approved cleanup costs under the Drycleaning Environmental Response Trust Fund.

Date of Government Version: 12/16/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/17/2013	Telephone: 573-526-8913
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/16/2013
Number of Days to Update: 36	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Varies

**KS AIRS: Title V Source Information**

A listing of title V sources, including emissions information.

Date of Government Version: 12/31/2012	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/02/2013	Telephone: 785-296-6427
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 12/26/2013
Number of Days to Update: 63	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

**MO AIRS: Permit Facility Listing**

A listing of Air Pollution Control Program permits.

Date of Government Version: 12/19/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/24/2013	Telephone: 573-751-4817
Date Made Active in Reports: 01/29/2014	Last EDR Contact: 12/16/2013
Number of Days to Update: 36	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Varies

**KS TIER 2: Tier 2 Information Listing**

A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2012	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/24/2013	Telephone: 785-296-1688
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 12/17/2013
Number of Days to Update: 41	Next Scheduled EDR Contact: 04/07/2014
	Data Release Frequency: Annually

**INDIAN RESERV: Indian Reservations**

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005	Source: USGS
Date Data Arrived at EDR: 12/08/2006	Telephone: 202-208-3710
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/15/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Semi-Annually

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 03/09/2011	Telephone: 615-532-8599
Date Made Active in Reports: 05/02/2011	Last EDR Contact: 01/20/2014
Number of Days to Update: 54	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Varies

### KS COAL ASH: Coal Ash Disposal Site Listing

A listing of coal combustion waste landfills.

Date of Government Version: 10/25/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/29/2013	Telephone: 785-296-1600
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/20/2014
Number of Days to Update: 36	Next Scheduled EDR Contact: 05/05/2014
	Data Release Frequency: Varies

### KS Financial Assurance: Financial Assurance Information Listing

A listing of financial assurance information for underground storage tank facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 10/22/2013	Source: Department of Health & Environment
Date Data Arrived at EDR: 10/31/2013	Telephone: 785-296-1685
Date Made Active in Reports: 12/04/2013	Last EDR Contact: 01/06/2014
Number of Days to Update: 34	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Quarterly

### EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 06/30/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 08/13/2013	Telephone: 617-520-3000
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 02/10/2014
Number of Days to Update: 31	Next Scheduled EDR Contact: 05/26/2014
	Data Release Frequency: Quarterly

### MO Financial Assurance 2: Financial Assurance Information Listing

Financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay

Date of Government Version: 12/10/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/11/2013	Telephone: 573-751-5401
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/11/2013
Number of Days to Update: 42	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

### US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/20/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 12/03/2013	Telephone: 202-566-1917
Date Made Active in Reports: 02/13/2014	Last EDR Contact: 02/14/2014
Number of Days to Update: 72	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Quarterly

### US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-5962
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 12/26/2013
Number of Days to Update: 30	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

### US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/23/2013	Source: EPA
Date Data Arrived at EDR: 11/06/2013	Telephone: 202-564-5962
Date Made Active in Reports: 12/06/2013	Last EDR Contact: 12/26/2013
Number of Days to Update: 30	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Annually

### FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005	Source: U.S. Geological Survey
Date Data Arrived at EDR: 02/06/2006	Telephone: 888-275-8747
Date Made Active in Reports: 01/11/2007	Last EDR Contact: 01/15/2014
Number of Days to Update: 339	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: N/A

### PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 04/15/2013	Source: EPA
Date Data Arrived at EDR: 07/03/2013	Telephone: 202-564-6023
Date Made Active in Reports: 09/13/2013	Last EDR Contact: 01/02/2014
Number of Days to Update: 72	Next Scheduled EDR Contact: 04/14/2014
	Data Release Frequency: Quarterly

### PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 10/19/2011	Telephone: 202-566-0517
Date Made Active in Reports: 01/10/2012	Last EDR Contact: 01/30/2014
Number of Days to Update: 83	Next Scheduled EDR Contact: 05/12/2014
	Data Release Frequency: Varies



## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931 and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001	Source: American Journal of Public Health
Date Data Arrived at EDR: 10/27/2010	Telephone: 703-305-6451
Date Made Active in Reports: 12/02/2010	Last EDR Contact: 12/02/2009
Number of Days to Update: 36	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

### LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 01/29/2013	Source: Environmental Protection Agency
Date Data Arrived at EDR: 02/14/2013	Telephone: 703-603-8787
Date Made Active in Reports: 02/27/2013	Last EDR Contact: 01/03/2014
Number of Days to Update: 13	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

### MO COAL ASH: Coal Ash Disposal Sites

A listing of power plants with coal ash ponds.

Date of Government Version: 01/07/2014	Source: Department of Natural Resources
Date Data Arrived at EDR: 01/07/2014	Telephone: 573-526-1825
Date Made Active in Reports: 01/30/2014	Last EDR Contact: 01/06/2014
Number of Days to Update: 23	Next Scheduled EDR Contact: 04/21/2014
	Data Release Frequency: Varies

### 2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 11/11/2011	Source: Environmental Protection Agency
Date Data Arrived at EDR: 05/18/2012	Telephone: 703-308-4044
Date Made Active in Reports: 05/25/2012	Last EDR Contact: 02/14/2014
Number of Days to Update: 7	Next Scheduled EDR Contact: 05/26/2014
	Data Release Frequency: Varies

### COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 08/17/2010	Source: Environmental Protection Agency
Date Data Arrived at EDR: 01/03/2011	Telephone: N/A
Date Made Active in Reports: 03/21/2011	Last EDR Contact: 12/13/2013
Number of Days to Update: 77	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

### COAL ASH DOE: Steam-Electric Plant Operation Data

A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005	Source: Department of Energy
Date Data Arrived at EDR: 08/07/2009	Telephone: 202-586-8719
Date Made Active in Reports: 10/22/2009	Last EDR Contact: 01/13/2014
Number of Days to Update: 76	Next Scheduled EDR Contact: 04/28/2014
	Data Release Frequency: Varies

# GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

## MO Financial Assurance 1: Financial Assurance Information Listing Financial Assurance information.

Date of Government Version: 12/10/2013	Source: Department of Natural Resources
Date Data Arrived at EDR: 12/13/2013	Telephone: 573-751-3553
Date Made Active in Reports: 01/22/2014	Last EDR Contact: 12/09/2013
Number of Days to Update: 40	Next Scheduled EDR Contact: 03/24/2014
	Data Release Frequency: Varies

## EDR HIGH RISK HISTORICAL RECORDS

### **EDR Exclusive Records**

#### EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: No Update Planned

#### EDR US Hist Auto Stat: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

#### EDR US Hist Cleaners: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A	Source: EDR, Inc.
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

EDR US Hist Cleaners: EDR Proprietary Historic Dry Cleaners - Cole

Date of Government Version: N/A	Source: N/A
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

EDR US Hist Auto Stat: EDR Proprietary Historic Gas Stations - Cole

Date of Government Version: N/A	Source: N/A
Date Data Arrived at EDR: N/A	Telephone: N/A
Date Made Active in Reports: N/A	Last EDR Contact: N/A
Number of Days to Update: N/A	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

### EDR RECOVERED GOVERNMENT ARCHIVES

#### ***Exclusive Recovered Govt. Archives***

KS RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

KS RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

KS RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/20/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 203	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

MO RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

### MO RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/15/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 198	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

### MO RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists.

Date of Government Version: N/A	Source: EDR
Date Data Arrived at EDR: 07/01/2013	Telephone: N/A
Date Made Active in Reports: 01/03/2014	Last EDR Contact: 06/01/2012
Number of Days to Update: 186	Next Scheduled EDR Contact: N/A
	Data Release Frequency: Varies

### OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

### CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013	Source: Department of Energy & Environmental Protection
Date Data Arrived at EDR: 08/19/2013	Telephone: 860-424-3375
Date Made Active in Reports: 10/03/2013	Last EDR Contact: 02/21/2014
Number of Days to Update: 45	Next Scheduled EDR Contact: 06/02/2014
	Data Release Frequency: Annually

### NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 11/01/2013	Source: Department of Environmental Conservation
Date Data Arrived at EDR: 11/07/2013	Telephone: 518-402-8651
Date Made Active in Reports: 11/18/2013	Last EDR Contact: 02/07/2014
Number of Days to Update: 11	Next Scheduled EDR Contact: 05/19/2014
	Data Release Frequency: Annually

### RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2012	Source: Department of Environmental Management
Date Data Arrived at EDR: 06/21/2013	Telephone: 401-222-2797
Date Made Active in Reports: 08/05/2013	Last EDR Contact: 02/24/2014
Number of Days to Update: 45	Next Scheduled EDR Contact: 06/09/2014
	Data Release Frequency: Annually

### WI MANIFEST: Manifest Information

Hazardous waste manifest information.

## GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/2012	Source: Department of Natural Resources
Date Data Arrived at EDR: 08/09/2013	Telephone: N/A
Date Made Active in Reports: 09/27/2013	Last EDR Contact: 12/11/2013
Number of Days to Update: 49	Next Scheduled EDR Contact: 03/31/2014
	Data Release Frequency: Annually

**Oil/Gas Pipelines:** This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

### Electric Power Transmission Line Data

Source: Rextag Strategies Corp.  
 Telephone: (281) 769-2247  
 U.S. Electric Transmission and Power Plants Systems Digital GIS Data

**Sensitive Receptors:** There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

### AHA Hospitals:

Source: American Hospital Association, Inc.  
 Telephone: 312-280-5991  
 The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

### Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services  
 Telephone: 410-786-3000  
 A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

### Nursing Homes

Source: National Institutes of Health  
 Telephone: 301-594-6248  
 Information on Medicare and Medicaid certified nursing homes in the United States.

### Public Schools

Source: National Center for Education Statistics  
 Telephone: 202-502-7300  
 The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

### Private Schools

Source: National Center for Education Statistics  
 Telephone: 202-502-7300  
 The National Center for Education Statistics' primary database on private school locations in the United States.

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

### Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey  
 A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

**GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING**

**STREET AND ADDRESS INFORMATION**

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# GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

## TARGET PROPERTY ADDRESS

WESTWOOD CHRISTIAN CHURCH  
5050 RAINBOW BOULEVARD  
MISSION, KS 66205

## TARGET PROPERTY COORDINATES

Latitude (North): 39.0365 - 39° 2' 11.40"  
Longitude (West): 94.6124 - 94° 36' 44.64"  
Universal Tranverse Mercator: Zone 15  
UTM X (Meters): 360443.8  
UTM Y (Meters): 4321856.0  
Elevation: 938 ft. above sea level

## USGS TOPOGRAPHIC MAP

Target Property Map: 39094-A5 KANSAS CITY, MO KS  
Most Recent Revision: 1996  
  
West Map: 39094-A6 SHAWNEE, KS  
Most Recent Revision: 1995

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.



# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

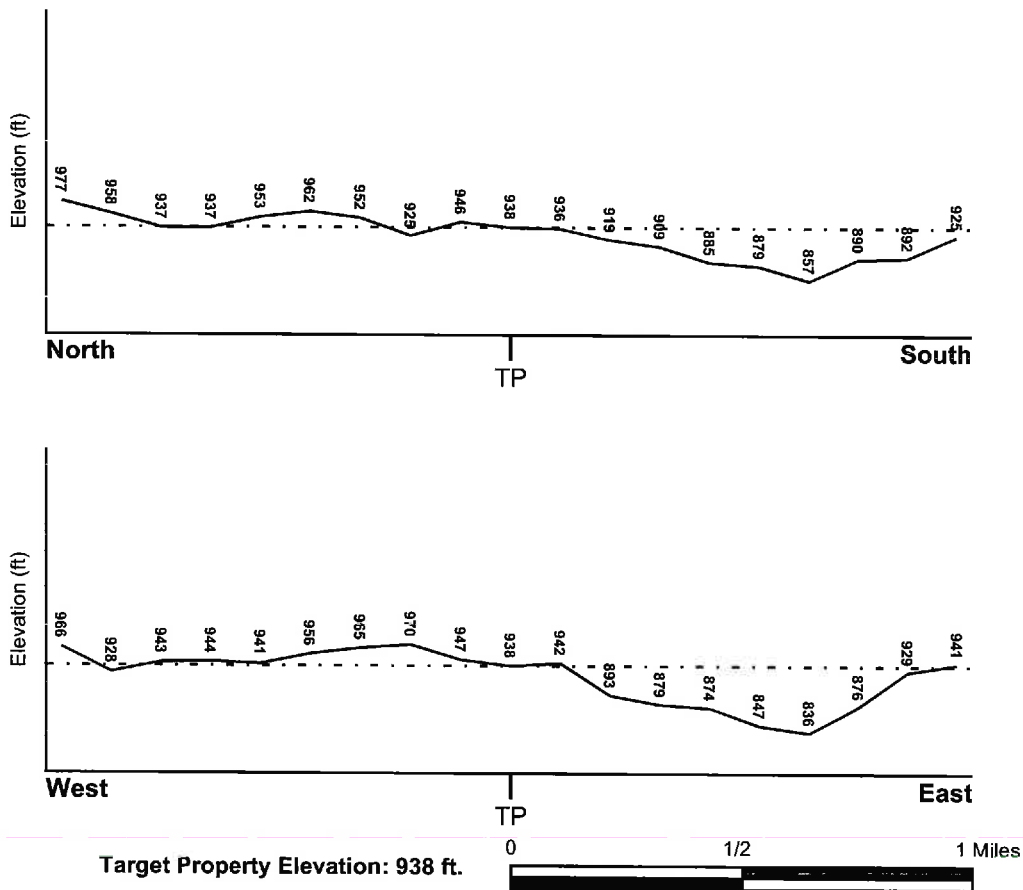
## TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General ESE

## SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.



# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

## FEMA FLOOD ZONE

<u>Target Property County</u> JOHNSON, KS	<u>FEMA Flood Electronic Data</u> YES - refer to the Overview Map and Detail Map
Flood Plain Panel at Target Property:	20091C - FEMA DFIRM Flood data
Additional Panels in search area:	29095C - FEMA DFIRM Flood data

## NATIONAL WETLAND INVENTORY

<u>NWI Quad at Target Property</u> KANSAS CITY	<u>NWI Electronic Data Coverage</u> YES - refer to the Overview Map and Detail Map
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## HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

## AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

<u>MAP ID</u>	<u>LOCATION FROM TP</u>	<u>GENERAL DIRECTION GROUNDWATER FLOW</u>
Not Reported		

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

## GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

### **ROCK STRATIGRAPHIC UNIT**

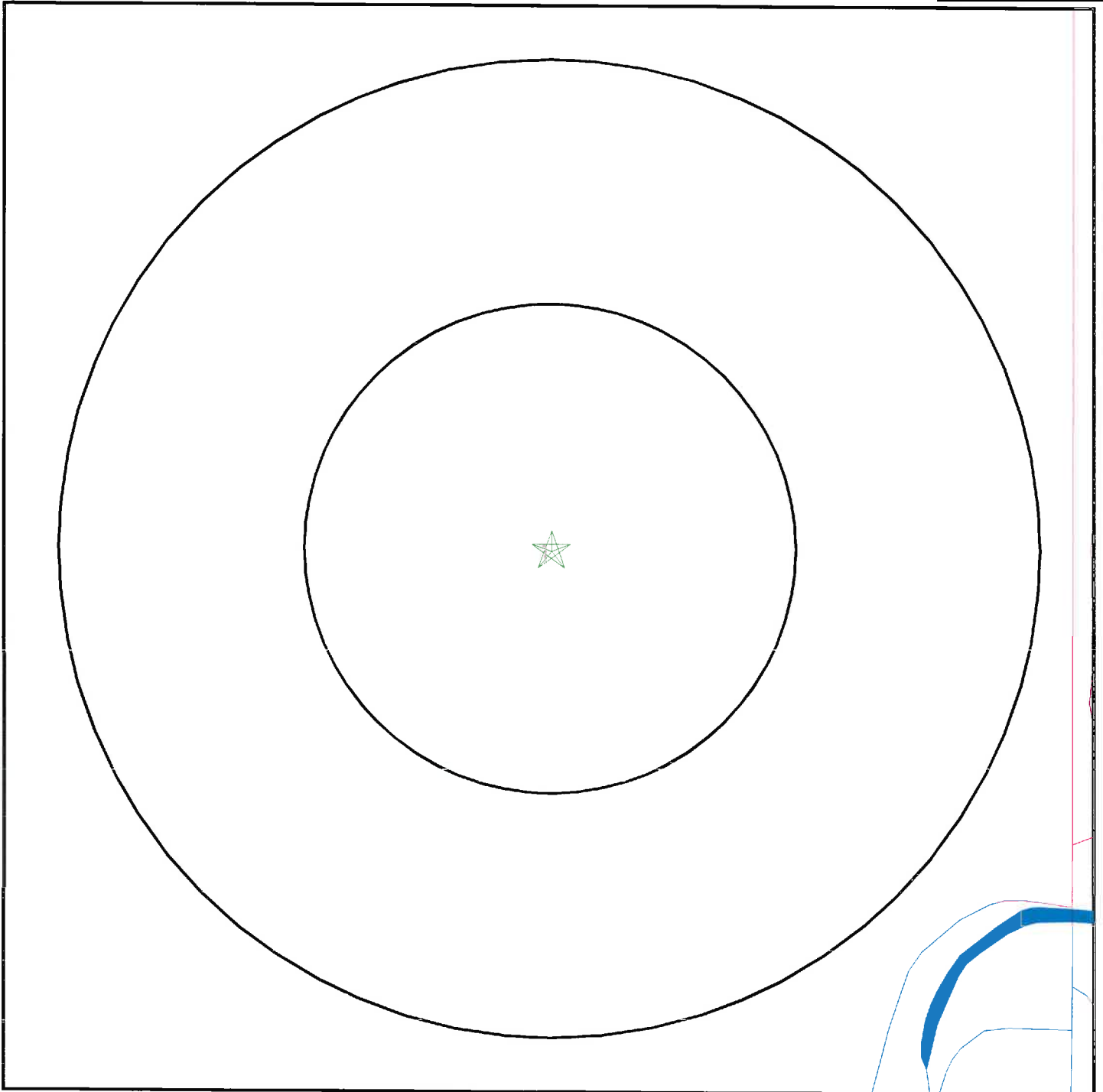
### **GEOLOGIC AGE IDENTIFICATION**

Era:	Paleozoic	Category:	Stratified Sequence
System:	Pennsylvanian		
Series:	Missourian Series		
Code:	PP3 ( <i>decoded above as Era, System &amp; Series</i> )		

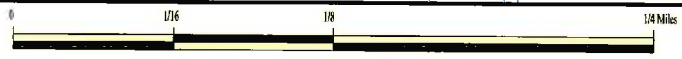
Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

# SSURGO SOIL MAP - 3866250.2s

Item A. Section X, Item



- ★ Target Property
- ↗ SSURGO Soil
- ↘ Water



SITE NAME: Westwood Christian Church  
ADDRESS: 5050 Rainbow Boulevard  
Mission KS 66205  
LAT/LONG: 39.0365 / 94.6124

CLIENT: Kansas City Testing and Engineering LLC  
CONTACT: Andrew Michael  
INQUIRY #: 3866250.2s  
DATE: February 26, 2014 3:49 pm

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

**DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY**

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

**Soil Map ID: 1**

Soil Component Name:                      Sharpsburg

Soil Surface Texture:                      silt loam

Hydrologic Group:                          Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class:                        Moderately well drained

Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min:                      > 0 inches

Depth to Watertable Min:                   > 97 inches

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	9 inches	silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 7.3 Min: 5.1
2	9 inches	12 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 6 Min: 5.1
3	9 inches	35 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit 50% or more), Fat Clay.	Max: 4.233 Min: 1.411	Max: 6 Min: 5.1

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
4	35 inches	59 inches	silty clay loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Clayey Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), Lean Clay	Max: 14.11 Min: 4.233	Max: 6.5 Min: 6.1

**LOCAL / REGIONAL WATER AGENCY RECORDS**

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

**WELL SEARCH DISTANCE INFORMATION**

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

**FEDERAL USGS WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

**FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

**STATE DATABASE WELL INFORMATION**

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
A1	KS6000000172893	1/4 - 1/2 Mile South

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A2	KS6000000172894	1/4 - 1/2 Mile South
A3	KS6000000172895	1/4 - 1/2 Mile South
B4	KS6000000173046	1/4 - 1/2 Mile WSW
B5	KS6000000173045	1/4 - 1/2 Mile WSW
B6	KS6000000173048	1/4 - 1/2 Mile WSW
B7	KS6000000173047	1/4 - 1/2 Mile WSW
B8	KS6000000173044	1/4 - 1/2 Mile WSW
B9	KS6000000173041	1/4 - 1/2 Mile WSW
B10	KS6000000173040	1/4 - 1/2 Mile WSW
B11	KS6000000173043	1/4 - 1/2 Mile WSW
B12	KS6000000173042	1/4 - 1/2 Mile WSW
B13	KS6000000173055	1/4 - 1/2 Mile WSW
B14	KS6000000173054	1/4 - 1/2 Mile WSW
B15	KS6000000173057	1/4 - 1/2 Mile WSW
B16	KS6000000173056	1/4 - 1/2 Mile WSW
B17	KS6000000173053	1/4 - 1/2 Mile WSW
B18	KS6000000173050	1/4 - 1/2 Mile WSW
B19	KS6000000173049	1/4 - 1/2 Mile WSW
B20	KS6000000173052	1/4 - 1/2 Mile WSW
B21	KS6000000173051	1/4 - 1/2 Mile WSW
C22	KS6000000172910	1/4 - 1/2 Mile SW
C23	KS6000000172909	1/4 - 1/2 Mile SW
C24	KS6000000172911	1/4 - 1/2 Mile SW
C25	KS6000000172913	1/4 - 1/2 Mile SW
C26	KS6000000172912	1/4 - 1/2 Mile SW
C27	KS6000000172905	1/4 - 1/2 Mile SW
C28	KS6000000172904	1/4 - 1/2 Mile SW
C29	KS6000000172906	1/4 - 1/2 Mile SW
C30	KS6000000172908	1/4 - 1/2 Mile SW
C31	KS6000000172907	1/4 - 1/2 Mile SW
C32	KS6000000172914	1/4 - 1/2 Mile SW
C33	KS6000000172921	1/4 - 1/2 Mile SW
C34	KS6000000172920	1/4 - 1/2 Mile SW
C35	KS6000000172922	1/4 - 1/2 Mile SW
C36	KS6000000172924	1/4 - 1/2 Mile SW
C37	KS6000000172923	1/4 - 1/2 Mile SW
C38	KS6000000172916	1/4 - 1/2 Mile SW
C39	KS6000000172915	1/4 - 1/2 Mile SW
C40	KS6000000172917	1/4 - 1/2 Mile SW
C41	KS6000000172919	1/4 - 1/2 Mile SW
C42	KS6000000172918	1/4 - 1/2 Mile SW
D43	KS6000000173595	1/4 - 1/2 Mile North
D44	KS6000000173594	1/4 - 1/2 Mile North
D45	KS6000000173597	1/4 - 1/2 Mile North
D46	KS6000000173596	1/4 - 1/2 Mile North
D47	KS6000000173697	1/4 - 1/2 Mile North
E48	KS6000000173618	1/4 - 1/2 Mile NNW
E49	KS6000000173619	1/4 - 1/2 Mile NNW
E50	KS6000000173616	1/4 - 1/2 Mile NNW
E51	KS6000000173617	1/4 - 1/2 Mile NNW
E52	KS6000000173622	1/4 - 1/2 Mile NNW
E53	KS6000000173623	1/4 - 1/2 Mile NNW

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

## STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
E54	KS6000000173620	1/4 - 1/2 Mile NNW
E55	KS6000000173621	1/4 - 1/2 Mile NNW
F56	KS6000000172935	1/2 - 1 Mile SW
F57	KS6000000172934	1/2 - 1 Mile SW
F58	KS6000000172933	1/2 - 1 Mile SW
F59	KS6000000172938	1/2 - 1 Mile SW
F60	KS6000000172937	1/2 - 1 Mile SW
F61	KS6000000172936	1/2 - 1 Mile SW
G62	KS6000000173720	1/2 - 1 Mile North
D63	KS6000000173730	1/2 - 1 Mile North
G64	KS6000000173759	1/2 - 1 Mile North
G65	KS6000000173764	1/2 - 1 Mile North
G66	KS6000000173769	1/2 - 1 Mile North
G67	KS6000000173776	1/2 - 1 Mile North
H68	KS6000000173768	1/2 - 1 Mile North
G69	KS6000000173787	1/2 - 1 Mile North
G70	KS6000000173854	1/2 - 1 Mile North
H71	KS6000000173843	1/2 - 1 Mile North
G72	KS6000000173856	1/2 - 1 Mile North
H73	KS6000000173859	1/2 - 1 Mile North
74	KS6000000173858	1/2 - 1 Mile North
H75	KS6000000173899	1/2 - 1 Mile North
H76	KS6000000173860	1/2 - 1 Mile NNE
I77	KS6000000173910	1/2 - 1 Mile North
I78	KS6000000173926	1/2 - 1 Mile North
J79	KS6000000173949	1/2 - 1 Mile North
K80	KS6000000173739	1/2 - 1 Mile NW
J81	KS6000000173984	1/2 - 1 Mile North
K82	KS6000000173751	1/2 - 1 Mile NW
K83	KS6000000173752	1/2 - 1 Mile NW
K84	KS6000000173760	1/2 - 1 Mile NW
K85	KS6000000173825	1/2 - 1 Mile NW
K86	KS6000000173826	1/2 - 1 Mile NW
K87	KS6000000173823	1/2 - 1 Mile NW
K88	KS6000000173824	1/2 - 1 Mile NW
K89	KS6000000173827	1/2 - 1 Mile NW
K90	KS6000000173830	1/2 - 1 Mile NW
K91	KS6000000173831	1/2 - 1 Mile NW
K92	KS6000000173828	1/2 - 1 Mile NW
K93	KS6000000173829	1/2 - 1 Mile NW
K94	KS6000000173819	1/2 - 1 Mile NW
K95	KS6000000173818	1/2 - 1 Mile NW
K96	KS6000000173820	1/2 - 1 Mile NW
K97	KS6000000173822	1/2 - 1 Mile NW
K98	KS6000000173821	1/2 - 1 Mile NW
99	KS6000000174050	1/2 - 1 Mile North
K100	KS6000000173756	1/2 - 1 Mile NW
L101	KS6000000173767	1/2 - 1 Mile NW
L102	KS6000000173836	1/2 - 1 Mile NW
L103	KS6000000173837	1/2 - 1 Mile NW
L104	KS6000000173835	1/2 - 1 Mile NW
L105	KS6000000173833	1/2 - 1 Mile NW

# GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

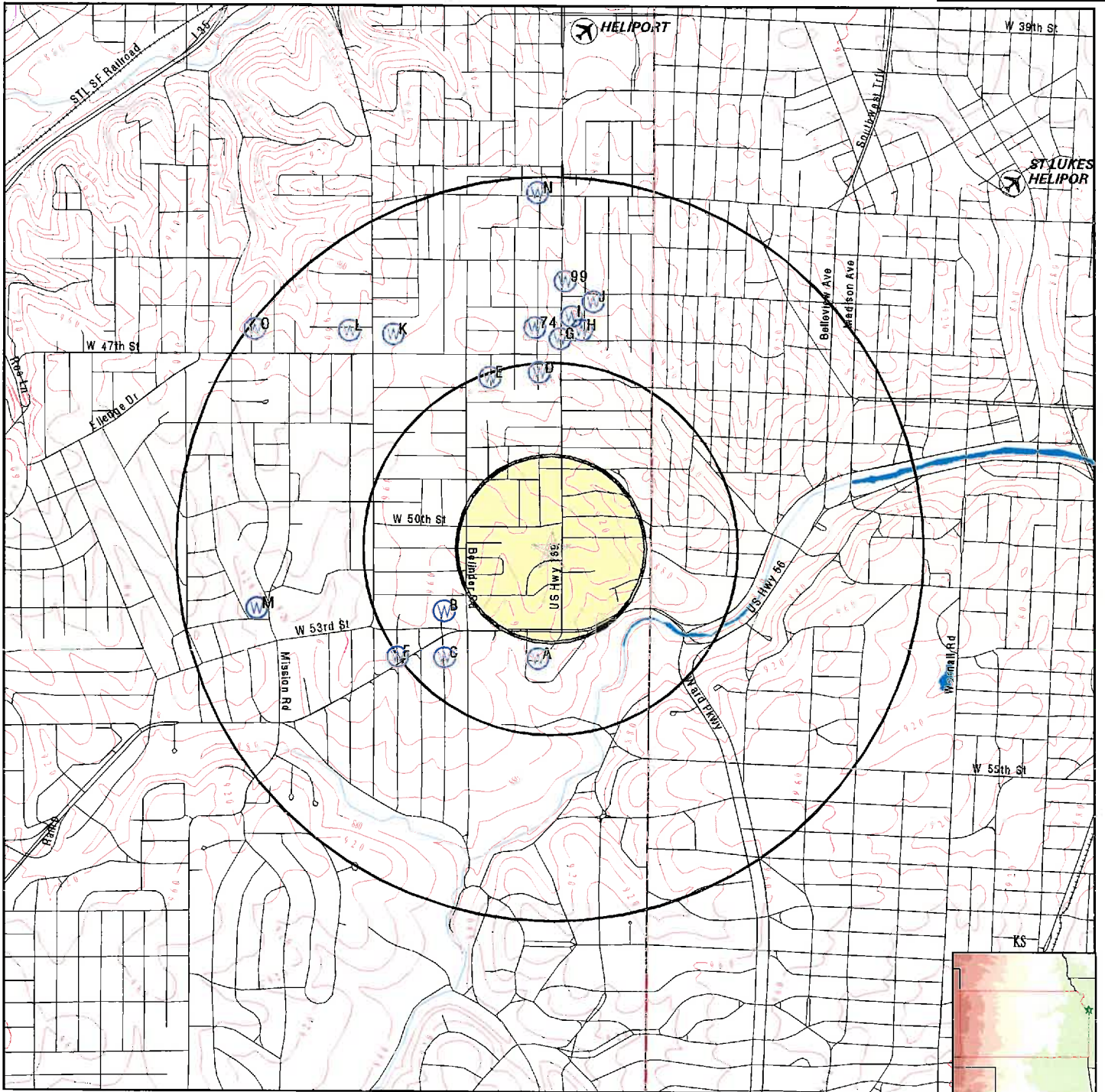
## STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
L106	KS6000000173834	1/2 - 1 Mile NW
L107	KS6000000173841	1/2 - 1 Mile NW
L108	KS6000000173842	1/2 - 1 Mile NW
L109	KS6000000173840	1/2 - 1 Mile NW
L110	KS6000000173838	1/2 - 1 Mile NW
L111	KS6000000173839	1/2 - 1 Mile NW
M112	KS6000000173065	1/2 - 1 Mile WSW
M113	KS6000000173064	1/2 - 1 Mile WSW
M114	KS6000000173066	1/2 - 1 Mile WSW
M115	KS6000000173068	1/2 - 1 Mile WSW
M116	KS6000000173067	1/2 - 1 Mile WSW
N117	KS6000000174212	1/2 - 1 Mile North
N118	KS6000000174211	1/2 - 1 Mile North
N119	KS6000000174264	1/2 - 1 Mile North
N120	KS6000000174263	1/2 - 1 Mile North
N121	KS6000000174262	1/2 - 1 Mile North
N122	KS6000000174267	1/2 - 1 Mile North
N123	KS6000000174266	1/2 - 1 Mile North
N124	KS6000000174265	1/2 - 1 Mile North
N125	KS6000000174270	1/2 - 1 Mile North
N126	KS6000000174269	1/2 - 1 Mile North
N127	KS6000000174268	1/2 - 1 Mile North
N128	KS6000000174273	1/2 - 1 Mile North
N129	KS6000000174272	1/2 - 1 Mile North
N130	KS6000000174271	1/2 - 1 Mile North
O131	KS6000000173849	1/2 - 1 Mile NW
O132	KS6000000173848	1/2 - 1 Mile NW
O133	KS6000000173847	1/2 - 1 Mile NW
O134	KS6000000173850	1/2 - 1 Mile NW
O135	KS6000000173853	1/2 - 1 Mile NW
O136	KS6000000173852	1/2 - 1 Mile NW
O137	KS6000000173851	1/2 - 1 Mile NW



# PHYSICAL SETTING SOURCE MAP - 3866250.2s

Item A.Section X, Item



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons

- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Oil, gas or related wells

SITE NAME: Westwood Christian Church  
 ADDRESS: 5050 Rainbow Boulevard  
 Mission KS 66205  
 LAT/LONG: 39.0365 / 94.6124

CLIENT: Kansas City Testing and Engineering LLC  
 CONTACT: Andrew Michael  
 INQUIRY #: 3866250.2s  
 DATE: February 26, 2014 3:49 pm

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

<p>Map ID Direction Distance Elevation</p> <hr/> <p><b>A1</b> <b>South</b> <b>1/4 - 1/2 Mile</b> <b>Lower</b></p> <p>Well id: 104471 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 29-Nov-1995 Status: PLUGGED Dwr number: Not Reported Directions: 2828 SHAWNEE MISSION Well depth: 15 Static dep: Not Reported Driller: Max's Enterprise</p>	<p>Database</p> <hr/> <p><b>KS WELLS</b></p>	<p>EDR ID Number</p> <hr/> <p><b>KS6000000172893</b></p>
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<p><b>A2</b> <b>South</b> <b>1/4 - 1/2 Mile</b> <b>Lower</b></p> <p>Well id: 104473 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 29-Nov-1995 Status: PLUGGED Dwr number: Not Reported Directions: 5327 FAIRWAY Well depth: 15 Static dep: Not Reported Driller: Max's Enterprise</p>	<p>Database</p> <hr/> <p><b>KS WELLS</b></p>	<p>EDR ID Number</p> <hr/> <p><b>KS6000000172894</b></p>
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<p><b>A3</b> <b>South</b> <b>1/4 - 1/2 Mile</b> <b>Lower</b></p> <p>Well id: 104502 Township: 12 Range: 25 Section: 3 Longitude: -94.61285 Long lat t: From PLSS Well use: Monitoring well/observation/piezometer Comple dat: 26-Nov-1995 Status: CONSTRUCTED Dwr number: Not Reported Directions: 5327 FAIRWAY Well depth: 25</p>	<p>Database</p> <hr/> <p><b>KS WELLS</b></p>	<p>EDR ID Number</p> <hr/> <p><b>KS6000000172895</b></p>
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# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported      Est yield: Not Reported  
Driller: Max's Enterprise

**B4**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS**    **KS6000000173046**

Well id: 104510      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: SE NW SE  
Longitude: -94.61749      Latitude: 39.03408  
Long lat t: From PLSS      Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 27-Nov-1995  
Status: CONSTRUCTED      Other id: MW 8  
Dwr number: Not Reported  
Directions: 2808 53RD  
Well depth: 22      Elev: Not Reported  
Static dep: Not Reported      Est yield: Not Reported  
Driller: Max's Enterprise

**B5**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS**    **KS6000000173045**

Well id: 104479      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: SE NW SE  
Longitude: -94.61749      Latitude: 39.03408  
Long lat t: From PLSS      Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 29-Nov-1995  
Status: PLUGGED      Other id: OW 13  
Dwr number: Not Reported  
Directions: 2804 53RD  
Well depth: 15      Elev: Not Reported  
Static dep: Not Reported      Est yield: Not Reported  
Driller: Max's Enterprise

**B6**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS**    **KS6000000173048**

Well id: 341436      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: SE NW SE  
Longitude: -94.61749      Latitude: 39.03408  
Long lat t: From PLSS      Owner: BP Amoco  
Well use: Monitoring well/observation/piezometer  
Comple dat: 22-Sep-2003  
Status: PLUGGED      Other id: MW 4  
Dwr number: Not Reported  
Directions: 2814 Johnson Dr, Fairway  
Well depth: Not Reported      Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported  
Driller: BE and K Terranext

**B7**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173047**

Well id: 341435 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: BP Amoco  
Well use: Monitoring well/observation/piezometer  
Comple dat: 22-Sep-2003  
Status: PLUGGED Other id: MW 3  
Dwr number: Not Reported  
Directions: 2814 Johnson Dr, Fairway  
Well depth: Not Reported Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: BE and K Terranext

**B8**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173044**

Well id: 30753 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-May-1990  
Status: CONSTRUCTED Other id: MW 5  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 15.5 Elev: Not Reported  
Static dep: 5.12 Est yield: Not Reported  
Driller: Terracon, Inc.

**B9**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173041**

Well id: 30750 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-May-1990  
Status: CONSTRUCTED Other id: MW 2  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 20.1 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7.82 Est yield: Not Reported  
Driller: Terracon, Inc.

**B10**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173040**

Well id: 30749 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-May-1990  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 15 Elev: Not Reported  
Static dep: 6.13 Est yield: Not Reported  
Driller: Terracon, Inc.

**B11**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173043**

Well id: 30752 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-May-1990  
Status: CONSTRUCTED Other id: MW 4  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 15.5 Elev: Not Reported  
Static dep: 7.31 Est yield: Not Reported  
Driller: Terracon, Inc.

**B12**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173042**

Well id: 30751 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-May-1990  
Status: CONSTRUCTED Other id: MW 3  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 15 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 6.35 Est yield: Not Reported  
Driller: Terracon, Inc.

**B13  
WSW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173055**

Well id: 344099 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Carter Energy  
Well use: Monitoring well/observation/piezometer  
Comple dat: 02-Dec-2003  
Status: PLUGGED Other id: MW 2  
Dwr number: Not Reported  
Directions: 2814 Shawnee Mission Parkway, BP Amoco, Fairway  
Well depth: Not Reported Elev: Not Reported  
Static dep: 12 Est yield: Not Reported  
Driller: Pratt Well Service, Inc.

**B14  
WSW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173054**

Well id: 344098 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Carter Energy  
Well use: Monitoring well/observation/piezometer  
Comple dat: 02-Dec-2003  
Status: CONSTRUCTED Other id: MW 11  
Dwr number: Not Reported  
Directions: 2814 Shawnee Mission Parkway, BP Amoco station, Fairway  
Well depth: 20 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Pratt Well Service, Inc.

**B15  
WSW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173057**

Well id: 383783 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Apr-2006  
Status: PLUGGED Other id: Not Reported  
Dwr number: Not Reported  
Directions: 2814 Shawnee Mission Parkway, Fairway  
Well depth: 20.1 Elev: Not Reported



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 9.5 Est yield: Not Reported  
Driller: Pratt Well Service, Inc.

**B16**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173056**

Well id: 359616 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: City of Fairway  
Well use: Monitoring well/observation/piezometer  
Comple dat: 02-Dec-2003  
Status: CONSTRUCTED Other id: MW 12  
Dwr number: Not Reported  
Directions: in street in front of 5310 Norwood at intersection of Shawnee Missi  
Well depth: 20 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Pratt Well Service, Inc.

**B17**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173053**

Well id: 341441 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: BP Amoco  
Well use: Monitoring well/observation/piezometer  
Comple dat: 22-Sep-2003  
Status: PLUGGED Other id: OW 2  
Dwr number: Not Reported  
Directions: 2814 Johnson Dr, Fairway  
Well depth: Not Reported Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: BE and K Terranext

**B18**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173050**

Well id: 341438 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SE  
Longitude: -94.61749 Latitude: 39.03408  
Long lat t: From PLSS Owner: BP Amoco  
Well use: Monitoring well/observation/piezometer  
Comple dat: 08-Aug-2003  
Status: PLUGGED Other id: MW 6  
Dwr number: Not Reported  
Directions: 2814 Johnson Dr, Fairway  
Well depth: 14.62 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 4.83 Est yield: Not Reported  
 Driller: Max's Enterprises

**B19**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173049**

Well id:	341437	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	22-Sep-2003		
Status:	PLUGGED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	BE and K Terranext		

**B20**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173052**

Well id:	341440	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Aug-2003		
Status:	PLUGGED	Other id:	MW 8
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprises		

**B21**  
**WSW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS KS6000000173051**

Well id:	341439	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	SE NW SE
Longitude:	-94.61749	Latitude:	39.03408
Long lat t:	From PLSS	Owner:	BP Amoco
Well use:	Monitoring well/observation/piezometer		
Comple dat:	22-Sep-2003		
Status:	PLUGGED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	2814 Johnson Dr, Fairway		
Well depth:	Not Reported	Elev:	Not Reported



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported      Est yield: Not Reported  
Driller: BE and K Terranext

**C22**      **KS WELLS**      **KS6000000172910**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

Well id: 30760      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: NE SW SE  
Longitude: -94.61748      Latitude: 39.03226  
Long lat t: From PLSS      Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 28-Aug-1990  
Status: CONSTRUCTED      Other id: OW 8  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 13      Elev: Not Reported  
Static dep: 6.62      Est yield: Not Reported  
Driller: Geraghty & Miller, Inc.

**C23**      **KS WELLS**      **KS6000000172909**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

Well id: 30759      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: NE SW SE  
Longitude: -94.61748      Latitude: 39.03226  
Long lat t: From PLSS      Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 11-Feb-1992  
Status: CONSTRUCTED      Other id: OW 11  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 15.58      Elev: Not Reported  
Static dep: 14      Est yield: Not Reported  
Driller: Geraghty & Miller, Inc.

**C24**      **KS WELLS**      **KS6000000172911**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

Well id: 30761      County: Johnson  
Township: 12      Twn dir: S  
Range: 25      Range dir: E  
Section: 3      Spot: NE SW SE  
Longitude: -94.61748      Latitude: 39.03226  
Long lat t: From PLSS      Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 10-Feb-1992  
Status: CONSTRUCTED      Other id: OW 13  
Dwr number: Not Reported  
Directions: 2814 SHAWNEE MISSION PARKWAY, FAIRWAY  
Well depth: 19      Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C25**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172913**

Well id:	104475	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	29-Nov-1995		
Status:	PLUGGED	Other id:	OW 11
Dwr number:	Not Reported		
Directions:	5310 NORWOOD		
Well depth:	15	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C26**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172912**

Well id:	30762	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	13-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 12
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	17	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C27**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172905**

Well id:	30755	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Aug-1990		
Status:	CONSTRUCTED	Other id:	OW 7
Dwr number:	Not Reported		
Directions:	2914 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	13	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	5.54	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C28**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172904**

Well id:	30754	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	30-Mar-1992		
Status:	CONSTRUCTED	Other id:	OW 14
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	20.8	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C29**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172906**

Well id:	30756	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Aug-1990		
Status:	CONSTRUCTED	Other id:	OW 6
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY, KS		
Well depth:	13	Elev:	Not Reported
Static dep:	7.42	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C30**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172908**

Well id:	30758	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	12-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 10
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	16	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C31**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172907**

Well id:	30757	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	10-Feb-1992		
Status:	CONSTRUCTED	Other id:	OW 9
Dwr number:	Not Reported		
Directions:	2814 SHAWNEE MISSION PARKWAY, FAIRWAY		
Well depth:	15	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Geraghty & Miller, Inc.		

**C32**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172914**

Well id:	104477	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	29-Nov-1995		
Status:	PLUGGED	Other id:	MW 12
Dwr number:	Not Reported		
Directions:	5301 NORWOOD		
Well depth:	15	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C33**  
**SW**  
 1/4 - 1/2 Mile  
 Higher

**KS WELLS      KS6000000172921**

Well id:	104844	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	27-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	5' W OF 5325 NORWOOD		
Well depth:	15	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 10 Est yield: Not Reported  
Driller: Max's Enterprise

**C34**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**  
**KS WELLS** **KS6000000172920**

Well id: 104842 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NE SW SE  
Longitude: -94.61748 Latitude: 39.03226  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 27-Nov-1995  
Status: CONSTRUCTED Other id: MW 6  
Dwr number: Not Reported  
Directions: 5' E OF 2814 SHAWNEE MISSION  
Well depth: 20 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Max's Enterprise

**C35**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**  
**KS WELLS** **KS6000000172922**

Well id: 109288 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NESWSE  
Longitude: -94.61748 Latitude: 39.03226  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 10-Jul-1996  
Status: CONSTRUCTED Other id: MW 9  
Dwr number: Not Reported  
Directions: 5311 NORWOOD, FAIRWAY  
Well depth: 20 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Max's Enterprise

**C36**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**  
**KS WELLS** **KS6000000172924**

Well id: 109455 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NE SW SE  
Longitude: -94.61748 Latitude: 39.03226  
Long lat t: From PLSS Owner: Amoco Oil Co.  
Well use: Monitoring well/observation/piezometer  
Comple dat: 14-Apr-1996  
Status: PLUGGED Other id: OW 2  
Dwr number: Not Reported  
Directions: 2828 SHAWNEE MISSION PARKWAY  
Well depth: 19.25 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7.45 Est yield: Not Reported  
 Driller: Max's Enterprise

**C37**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000172923**

Well id:	109289	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	10-Jul-1996	Other id:	Not Reported
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5301 NORWOOD, FAIRWAY		
Well depth:	20	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C38**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000172916**

Well id:	104503	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	26-Nov-1995	Other id:	MW 2
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	AT 5310 NORWOOD		
Well depth:	22	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C39**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000172915**

Well id:	104481	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	29-Nov-1995	Other id:	OW 14
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	5 W OF 5321 NORWOOD		
Well depth:	15	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C40**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000172917**

Well id:	104505	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	AMOCOC
Well use:	Monitoring well/observation/piezometer		
Comple dat:	26-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	5301 NORWOOD		
Well depth:	23	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C41**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000172919**

Well id:	104507	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	27-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	5 W OF 5321 NORWOOD		
Well depth:	20	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Max's Enterprise		

**C42**  
**SW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000172918**

Well id:	104506	County:	Johnson
Township:	12	Twon dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE SW SE
Longitude:	-94.61748	Latitude:	39.03226
Long lat t:	From PLSS	Owner:	Amoco Oil Co.
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Nov-1995		
Status:	CONSTRUCTED	Other id:	MW 4
Dwr number:	Not Reported		
Directions:	5 E OF 5310 NORWOOD		
Well depth:	20	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported      Est yield: Not Reported  
 Driller: Max's Enterprise

**D43**  
**North**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS    KS6000000173595**

Well id:	118495	County:	Johnson
Township:	12	Twn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61288	Latitude:	39.04314
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Apr-1997		
Status:	CONSTRUCTED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	5400 MISSION DRIVE, MISSION HILLS		
Well depth:	23	Elev:	900.5
Static dep:	12.22	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**D44**  
**North**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS    KS6000000173594**

Well id:	118494	County:	Johnson
Township:	12	Twn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61288	Latitude:	39.04314
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Apr-1997		
Status:	CONSTRUCTED	Other id:	MW 8
Dwr number:	Not Reported		
Directions:	5400 MISSION DRIVE, MISSION HILLS		
Well depth:	27	Elev:	890.8
Static dep:	20.59	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**D45**  
**North**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS    KS6000000173597**

Well id:	359641	County:	Johnson
Township:	12	Twn dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61288	Latitude:	39.04314
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	03-Feb-1998		
Status:	PLUGGED	Other id:	MW 8
Dwr number:	Not Reported		
Directions:	5400 Mission Dr, Mission Hills		
Well depth:	27	Elev:	Not Reported



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	20.59	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**D46**  
**North**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000173596**

Well id:	359640	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61288	Latitude:	39.04314
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	03-Feb-1998	Other id:	MW 7
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	5400 Mission Dr, Mission Hills		
Well depth:	23	Elev:	Not Reported
Static dep:	12.22	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**D47**  
**North**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000173697**

Well id:	411747	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NE NE NE
Longitude:	-94.61253	Latitude:	39.04347
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	14-Jan-2008	Other id:	MW 16
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	4700 Rainbow Blvd, Westwood		
Well depth:	25	Elev:	955.2
Static dep:	21.87	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**E48**  
**NNW**  
**1/4 - 1/2 Mile**  
**Higher**

**KS WELLS      KS6000000173618**

Well id:	118498	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NW NE NE
Longitude:	-94.61522	Latitude:	39.04316
Long lat t:	From PLSS	Owner:	COUNTRY CLUB
Well use:	Monitoring well/observation/piezometer		
Comple dat:	08-Apr-1997	Other id:	MW 2
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	5400 MISSION DRIVE, MISSION HILLS		
Well depth:	20	Elev:	908.2

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11.57 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E49  
NNW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173619**

Well id: 118499 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 07-Apr-1997  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 5400 MISSION DRIVE, MISSION HILLS  
Well depth: 15 Elev: 899.8  
Static dep: 2.75 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E50  
NNW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173616**

Well id: 118496 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 08-Apr-1997  
Status: CONSTRUCTED Other id: MW 6  
Dwr number: Not Reported  
Directions: 5400 MISSION DRIVE, MISSION HILLS  
Well depth: 25 Elev: 900.8  
Static dep: 14.55 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E51  
NNW  
1/4 - 1/2 Mile  
Higher**

**KS WELLS KS6000000173617**

Well id: 118497 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 08-Apr-1997  
Status: CONSTRUCTED Other id: MW 3  
Dwr number: Not Reported  
Directions: 5400 MISSION DRIVE, MISSION HILLS  
Well depth: 15 Elev: 901.8

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 5.32 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E52**  
**NNW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000173622**

Well id: 359638 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 03-Feb-1998  
Status: PLUGGED Other id: MW 3  
Dwr number: Not Reported  
Directions: 5400 Mission Dr, Mission Hills  
Well depth: 15 Elev: Not Reported  
Static dep: 5.32 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E53**  
**NNW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000173623**

Well id: 359639 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 03-Feb-1998  
Status: PLUGGED Other id: MW 6  
Dwr number: Not Reported  
Directions: 5400 Mission Dr, Mission Hills  
Well depth: 25 Elev: Not Reported  
Static dep: 14.55 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E54**  
**NNW**  
**1/4 - 1/2 Mile**  
**Higher** **KS WELLS** **KS6000000173620**

Well id: 359636 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 03-Feb-1998  
Status: PLUGGED Other id: MW 1  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 15 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 2.75 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**E55  
NNW  
1/4 - 1/2 Mile  
Higher** **KS WELLS** **KS6000000173621**

Well id: 359637 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW NE NE  
Longitude: -94.61522 Latitude: 39.04316  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 03-Feb-1998  
Status: PLUGGED Other id: MW 2  
Dwr number: Not Reported  
Directions: 5400 Mission Dr, Mission Hills  
Well depth: 15 Elev: Not Reported  
Static dep: 11.57 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**F56  
SW  
1/2 - 1 Mile  
Higher** **KS WELLS** **KS6000000172935**

Well id: 30764 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW SW SE  
Longitude: -94.6198 Latitude: 39.03228  
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,  
Well use: Monitoring well/observation/piezometer  
Comple dat: 27-May-1994  
Status: CONSTRUCTED Other id: MW 4  
Dwr number: Not Reported  
Directions: 3414 Shawnee Mission Parkway, Fairway  
Well depth: 13 Elev: Not Reported  
Static dep: 13 Est yield: Not Reported  
Driller: Terracon, Inc.

**F57  
SW  
1/2 - 1 Mile  
Higher** **KS WELLS** **KS6000000172934**

Well id: 30763 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW SW SE  
Longitude: -94.6198 Latitude: 39.03228  
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,  
Well use: Monitoring well/observation/piezometer  
Comple dat: 27-May-1994  
Status: CONSTRUCTED Other id: MW 10  
Dwr number: Not Reported  
Directions: 3414 Shawnee Mission Parkway, Fairway  
Well depth: 7 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 7 Est yield: Not Reported  
Driller: Terracon, Inc.

**F58**  
**SW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000172933**

Well id: 30748 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW SW SE  
Longitude: -94.6198 Latitude: 39.03228  
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,  
Well use: Monitoring well/observation/piezometer  
Comple dat: 26-May-1994  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 3414 Shawnee Mission Parkway, Fairway  
Well depth: 9 Elev: Not Reported  
Static dep: 5 Est yield: Not Reported  
Driller: Terracon, Inc.

**F59**  
**SW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000172938**

Well id: 30767 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW SW SE  
Longitude: -94.6198 Latitude: 39.03228  
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,  
Well use: Monitoring well/observation/piezometer  
Comple dat: 26-May-1994  
Status: CONSTRUCTED Other id: MW 2  
Dwr number: Not Reported  
Directions: 3414 Shawnee Mission Parkway, Fairway  
Well depth: 9 Elev: Not Reported  
Static dep: 6 Est yield: Not Reported  
Driller: Terracon, Inc.

**F60**  
**SW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000172937**

Well id: 30766 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: NW SW SE  
Longitude: -94.6198 Latitude: 39.03228  
Long lat t: From PLSS Owner: 3414 Shawnee Mission Parkway,  
Well use: Monitoring well/observation/piezometer  
Comple dat: 26-May-1994  
Status: CONSTRUCTED Other id: MW 3  
Dwr number: Not Reported  
Directions: 3414 Shawnee Mission Parkway, Fairway  
Well depth: 9.2 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	9.2	Est yield:	Not Reported
Driller:	Terracon, Inc.		

**F61**  
**SW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000172936**

Well id:	30765	County:	Johnson
Township:	12	Tw n dir:	S
Range:	25	Range dir:	E
Section:	3	Spot:	NW SW SE
Longitude:	-94.6198	Latitude:	39.03228
Long lat t:	From PLSS	Owner:	3414 Shawnee Mission Parkway,
Well use:	Monitoring well/observation/piezometer		
Comple dat:	26-May-1994		
Status:	CONSTRUCTED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	3414 Shawnee Mission Parkway, Fairway		
Well depth:	13	Elev:	Not Reported
Static dep:	13	Est yield:	Not Reported
Driller:	Terracon, Inc.		

**G62**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173720**

Well id:	408886	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SE
Longitude:	-94.61203	Latitude:	39.04408
Long lat t:	GPS	Owner:	Kansas Dept. of Health and Env
Well use:	Monitoring well/observation/piezometer		
Comple dat:	23-Jul-2007		
Status:	CONSTRUCTED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	4700 Rainbow Blvd, Westwood		
Well depth:	25	Elev:	948.0
Static dep:	9.99	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**D63**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173730**

Well id:	411723	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	35	Spot:	SE SE SW
Longitude:	-94.61258	Latitude:	39.04417
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	14-Jan-2008		
Status:	CONSTRUCTED	Other id:	MW 15
Dwr number:	Not Reported		
Directions:	4604 Rainbow Blvd, Kansas City		
Well depth:	15	Elev:	945.4

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.55 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G64**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173759**

Well id: 408885 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SE SE SW  
Longitude: -94.61203 Latitude: 39.04447  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 23-Jul-2007  
Status: CONSTRUCTED Other id: MW 8  
Dwr number: Not Reported  
Directions: 4604 Rainbow Blvd, Kansas City  
Well depth: 25 Elev: 942.3  
Static dep: 13.26 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G65**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173764**

Well id: 402433 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61175 Latitude: 39.044583  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2006  
Status: CONSTRUCTED Other id: MW 4  
Dwr number: 376110  
Directions: 4601 Rainbow Blvd, Kansas City  
Well depth: 33 Elev: 939.9  
Static dep: 13.5 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G66**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173769**

Well id: 402431 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.611444 Latitude: 39.044611  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2006  
Status: CONSTRUCTED Other id: MW 2  
Dwr number: 376127  
Directions: 4519 Rainbow Blvd, Kansas City  
Well depth: 19 Elev: 933.9

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.91 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G67**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173776**

Well id: 402435 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.611556 Latitude: 39.044694  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2006  
Status: CONSTRUCTED Other id: MW 6  
Dwr number: 376134  
Directions: 4527 Rainbow Blvd, Kansas City  
Well depth: 19 Elev: 933.6  
Static dep: 8.15 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**H68**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173768**

Well id: 408884 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61042 Latitude: 39.04461  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 23-Jul-2007  
Status: CONSTRUCTED Other id: MW 14  
Dwr number: Not Reported  
Directions: 4700 Rainbow Blvd, Westwood  
Well depth: 20 Elev: 925.8  
Static dep: 5.21 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G69**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173787**

Well id: 408877 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61175 Latitude: 39.04492  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Jul-2007  
Status: CONSTRUCTED Other id: MW 9  
Dwr number: Not Reported  
Directions: 4524 Rainbow Blvd, Kansas City  
Well depth: 33.5 Elev: 939.5



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 14.12 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G70**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173854**

Well id: 402430 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.611694 Latitude: 39.045028  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 19-Dec-2006  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: 376158  
Directions: 4519 Rainbow Blvd, Kansas City  
Well depth: 20 Elev: 938.6  
Static dep: 13.65 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**H71**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173843**

Well id: 402432 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.610972 Latitude: 39.045  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 19-Dec-2006  
Status: CONSTRUCTED Other id: MW 3  
Dwr number: 376141  
Directions: 4522 Francis St, Kansas City  
Well depth: 20 Elev: 922.8  
Static dep: 3.8 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**G72**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173856**

Well id: 408878 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61175 Latitude: 39.04508  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Jul-2007  
Status: CONSTRUCTED Other id: MW 10  
Dwr number: Not Reported  
Directions: 4519 Rainbow Blvd, Kansas City  
Well depth: 20 Elev: 937.7

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 12.52 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**H73**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173859**

Well id: 402434 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.611583 Latitude: 39.045111  
Long lat t: GPS Owner: KDHE-BER  
Well use: Monitoring well/observation/piezometer  
Comple dat: 19-Dec-2006  
Status: CONSTRUCTED Other id: MW 5  
Dwr number: 376165  
Directions: 4519 Rainbow Blvd, Kansas City  
Well depth: 27 Elev: 938.2  
Static dep: 13.85 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**74**  
North  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173858**

Well id: 411741 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SE SE SW  
Longitude: -94.613 Latitude: 39.04511  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 14-Jan-2008  
Status: CONSTRUCTED Other id: MW 18  
Dwr number: Not Reported  
Directions: 4519 Adams St, Kansas City  
Well depth: 25 Elev: 949.5  
Static dep: 24.62 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**H75**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173899**

Well id: 408881 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61083 Latitude: 39.04525  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Jul-2007  
Status: CONSTRUCTED Other id: MW 12  
Dwr number: Not Reported  
Directions: 4516 Francis, Kansas City  
Well depth: 34 Elev: 912.6

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 32.84 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**H76**  
**NNE**  
**1/2 - 1 Mile**  
**Lower**

**KS WELLS KS6000000173860**

Well id: 408882 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.60964 Latitude: 39.04514  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Jul-2007  
Status: CONSTRUCTED Other id: MW 13  
Dwr number: Not Reported  
Directions: 4700 Rainbow Blvd, Westwood  
Well depth: 33 Elev: 904.6  
Static dep: 30.9 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**I77**  
**North**  
**1/2 - 1 Mile**  
**Lower**

**KS WELLS KS6000000173910**

Well id: 408880 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61156 Latitude: 39.04544  
Long lat t: GPS Owner: Kansas Dept. of Health and Env  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Jul-2007  
Status: CONSTRUCTED Other id: MW 11  
Dwr number: Not Reported  
Directions: 4519 Rainbow Blvd, Kansas City  
Well depth: 25 Elev: 926.5  
Static dep: 7.59 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**I78**  
**North**  
**1/2 - 1 Mile**  
**Lower**

**KS WELLS KS6000000173926**

Well id: 411745 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: SW SW SE  
Longitude: -94.61081 Latitude: 39.04564  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 15-Jan-2008  
Status: CONSTRUCTED Other id: MW 23  
Dwr number: Not Reported  
Directions: 4508 Frances St, Kansas City  
Well depth: 25 Elev: 914.7

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 8.67 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**J79**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173949**

Well id: 411744 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: NW SW SE  
Longitude: -94.60978 Latitude: 39.04589  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 15-Jan-2008  
Status: CONSTRUCTED Other id: MW 22  
Dwr number: Not Reported  
Directions: 4506 Eaton St, Kansas City  
Well depth: 35 Elev: 931.4  
Static dep: 18.16 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K80**  
NW  
1/2 - 1 Mile  
Higher

**KS WELLS KS6000000173739**

Well id: 414748 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.6202 Latitude: 39.0442  
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 28-Apr-2008  
Status: CONSTRUCTED Other id: MW 13  
Dwr number: Not Reported  
Directions: 3002 W 47th St, Kansas City  
Well depth: 22.25 Elev: Not Reported  
Static dep: 5.31 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**J81**  
North  
1/2 - 1 Mile  
Lower

**KS WELLS KS6000000173984**

Well id: 411743 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: NW SW SE  
Longitude: -94.61044 Latitude: 39.04636  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 15-Jan-2008  
Status: CONSTRUCTED Other id: MW 21  
Dwr number: Not Reported  
Directions: 4501 Francis St, Kansas City  
Well depth: 38 Elev: 938.5

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 22.29 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K82**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173751**

Well id: 414746 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.62 Latitude: 39.0444  
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 02-May-2008  
Status: CONSTRUCTED Other id: MW 12  
Dwr number: Not Reported  
Directions: 3002 W 47th St, Kansas City  
Well depth: 18.3 Elev: Not Reported  
Static dep: 17.61 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K83**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173752**

Well id: 414747 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.62 Latitude: 39.0444  
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 02-May-2008  
Status: CONSTRUCTED Other id: MW 12  
Dwr number: Not Reported  
Directions: 3002 W 47th St, Kansas City  
Well depth: 18.3 Elev: Not Reported  
Static dep: 17.61 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K84**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173760**

Well id: 414749 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.6205 Latitude: 39.0445  
Long lat t: GPS Owner: KDHE (Carriage and Motor Works)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 28-Apr-2008  
Status: CONSTRUCTED Other id: MW 14  
Dwr number: Not Reported  
Directions: 3002 W 47th St, Kansas City  
Well depth: 20 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 3.4 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K85**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173825**

Well id: 424331 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.619889 Latitude: 39.04499  
Long lat t: From PLSS Owner: Schliecher, Richard  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2008  
Status: PLUGGED Other id: MW 9  
Dwr number: Not Reported  
Directions: 500 County Line Rd, Kansas City  
Well depth: 24.95 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K86**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173826**

Well id: 424332 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.619889 Latitude: 39.04499  
Long lat t: From PLSS Owner: Schliecher, Richard  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2008  
Status: PLUGGED Other id: MW 10  
Dwr number: Not Reported  
Directions: 500 County Line Rd, Kansas City  
Well depth: 24.3 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K87**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173823**

Well id: 424329 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.619889 Latitude: 39.04499  
Long lat t: From PLSS Owner: Schliecher, Richard  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Dec-2008  
Status: PLUGGED Other id: MW 6  
Dwr number: Not Reported  
Directions: 500 County Line Rd, Kansas City  
Well depth: 30.35 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported      Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**K88**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173824**

Well id:	424330	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Schliecher, Richard
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008	Other id:	MW 8
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	500 County Line Rd, Kansas City		
Well depth:	30.4	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K89**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173827**

Well id:	424333	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Schliecher, Richard
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008	Other id:	MW 11
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	500 County Line Rd, Kansas City		
Well depth:	24.7	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K90**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173830**

Well id:	424336	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	KDHE (Carriage and Motor Works
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008	Other id:	MW 13
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	3002 W 47th, Kansas City		
Well depth:	22.2	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K91**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173831**

Well id:	424337	County:	Wyandot
Township:	11	Twtn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	KDHE (Carriage and Motor Works
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 14
Dwr number:	Not Reported		
Directions:	3002 W 47th, Kansas City		
Well depth:	19.95	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K92**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173828**

Well id:	424334	County:	Wyandot
Township:	11	Twtn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	KDHE (Carriage and Motor Works
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 11
Dwr number:	Not Reported		
Directions:	3002 W 47th, Kansas City		
Well depth:	24.7	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K93**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173829**

Well id:	424335	County:	Wyandot
Township:	11	Twtn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.619889	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	KDHE (Carriage and Motor Works
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Dec-2008		
Status:	PLUGGED	Other id:	MW 12
Dwr number:	Not Reported		
Directions:	3002 W 47th, Kansas City		
Well depth:	18.35	Elev:	Not Reported



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K94**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173819**

Well id:	345129	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15	Elev:	Not Reported
Static dep:	7.67	Est yield:	Not Reported
Driller:	JB Environmental Service and Supply		

**K95**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173818**

Well id:	345128	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15	Elev:	Not Reported
Static dep:	4.06	Est yield:	Not Reported
Driller:	JB Environmental Service and Supply		

**K96**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173820**

Well id:	345130	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.6199	Latitude:	39.04499
Long lat t:	From PLSS	Owner:	Block and Company
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Dec-2003		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	Fairway North Shopping Center, 2850-2900 W 47th, Kansas City		
Well depth:	15.6	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 5.27 Est yield: Not Reported  
Driller: JB Environmental Service and Supply

**K97**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173822**

Well id: 345132 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.6199 Latitude: 39.04499  
Long lat t: From PLSS Owner: Block and Company  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-Dec-2003  
Status: CONSTRUCTED Other id: Not Reported  
Dwr number: Not Reported  
Directions: Fairway North Shopping Center, 2850-2900 W 47th, Kansas City  
Well depth: 15 Elev: Not Reported  
Static dep: 4.95 Est yield: Not Reported  
Driller: JB Environmental Service and Supply

**K98**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173821**

Well id: 345131 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SW SW SE  
Longitude: -94.6199 Latitude: 39.04499  
Long lat t: From PLSS Owner: Block and Company  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-Dec-2003  
Status: CONSTRUCTED Other id: Not Reported  
Dwr number: Not Reported  
Directions: Fairway North Shopping Center, 2850-2900 W 47th, Kansas City  
Well depth: 15.6 Elev: Not Reported  
Static dep: 3.82 Est yield: Not Reported  
Driller: JB Environmental Service and Supply

**99**  
**North**  
**1/2 - 1 Mile**  
**Lower**

**KS WELLS KS6000000174050**

Well id: 411742 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 35 Spot: NW SW SE  
Longitude: -94.6115 Latitude: 39.04692  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 14-Jan-2008  
Status: CONSTRUCTED Other id: MW 20  
Dwr number: Not Reported  
Directions: 4463 Rainbow Blvd, Kansas City  
Well depth: 25 Elev: 927.5

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	10.8	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**K100  
NW  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000173756**

Well id:	411722	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SW SW SE
Longitude:	-94.62108	Latitude:	39.04442
Long lat t:	GPS	Owner:	KDHE
Well use:	Monitoring well/observation/piezometer		
Comple dat:	10-Jan-2008		
Status:	CONSTRUCTED	Other id:	MW 11
Dwr number:	Not Reported		
Directions:	3002 W 47th St, Kansas City		
Well depth:	25	Elev:	987.0
Static dep:	19.38	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**L101  
NW  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000173767**

Well id:	416809	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62183	Latitude:	39.04459
Long lat t:	GPS	Owner:	Schleicher, Richard
Well use:	Monitoring well/observation/piezometer		
Comple dat:	19-Feb-2008		
Status:	CONSTRUCTED	Other id:	MW 11
Dwr number:	Not Reported		
Directions:	4628 Mission Rd, Kansas City		
Well depth:	36	Elev:	988.6
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Deffenbaugh Field Services		

**L102  
NW  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000173836**

Well id:	116946	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SESESW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	RIVERA STATION
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Sep-1997		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	4612 MISSION ROAD, KANSAS CITY		
Well depth:	38	Elev:	991.6

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 30.81 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**L103**  
**NW**  
**1/2 - 1 Mile**  
**Higher**  
**KS WELLS** **KS6000000173837**

Well id: 116947 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SESESW  
Longitude: -94.62222 Latitude: 39.045  
Long lat t: From PLSS Owner: RIVERA STATION  
Well use: Monitoring well/observation/piezometer  
Comple dat: 18-Sep-1997  
Status: CONSTRUCTED Other id: Not Reported  
Dwr number: Not Reported  
Directions: 4612 MISSION ROAD, KANSAS CITY  
Well depth: 25 Elev: 986.7  
Static dep: 0 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**L104**  
**NW**  
**1/2 - 1 Mile**  
**Higher**  
**KS WELLS** **KS6000000173835**

Well id: 115905 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SESESW  
Longitude: -94.62222 Latitude: 39.045  
Long lat t: From PLSS Owner: RIVERA STATION  
Well use: Monitoring well/observation/piezometer  
Comple dat: 16-Sep-1997  
Status: CONSTRUCTED Other id: Not Reported  
Dwr number: Not Reported  
Directions: 4612 MISSION ROAD, KANSAS CITY  
Well depth: 13 Elev: 991.1  
Static dep: 4.83 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**L105**  
**NW**  
**1/2 - 1 Mile**  
**Higher**  
**KS WELLS** **KS6000000173833**

Well id: 115903 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SESESW  
Longitude: -94.62222 Latitude: 39.045  
Long lat t: From PLSS Owner: RIVERA STATION  
Well use: Monitoring well/observation/piezometer  
Comple dat: 17-Sep-1997  
Status: CONSTRUCTED Other id: Not Reported  
Dwr number: Not Reported  
Directions: 4612 MISSION ROAD, KANSAS CITY  
Well depth: 32 Elev: 991.2

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 29.73 Est yield: Not Reported  
 Driller: GeoCore Services Inc.

**L106**  
**NW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000173834**

Well id:	115904	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SESESW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	RIVERA STATION
Well use:	Monitoring well/observation/piezometer		
Comple dat:	17-Sep-1997		
Status:	CONSTRUCTED	Other id:	Not Reported
Dwr number:	Not Reported		
Directions:	4612 MISSION ROAD, KANSAS CITY		
Well depth:	31	Elev:	990.9
Static dep:	0	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**L107**  
**NW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000173841**

Well id:	369195	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Apr-2005		
Status:	CONSTRUCTED	Other id:	MW 1R
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	14	Elev:	Not Reported
Static dep:	4.34	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**L108**  
**NW**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000173842**

Well id:	369196	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	28-Apr-2005		
Status:	PLUGGED	Other id:	MW 7
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	23.73	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**L109**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173840**

Well id:	327976	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Jul-2002	Other id:	MW 10
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	38	Elev:	Not Reported
Static dep:	30.03	Est yield:	Not Reported
Driller:	Associated Environmental, Inc.		

**L110**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173838**

Well id:	116948	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SESESW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	RIVERA STATION
Well use:	Monitoring well/observation/piezometer		
Comple dat:	18-Sep-1997	Other id:	Not Reported
Status:	CONSTRUCTED		
Dwr number:	Not Reported		
Directions:	461 MISSION ROAD, KANSAS CITY		
Well depth:	27	Elev:	986.7
Static dep:	0	Est yield:	Not Reported
Driller:	GeoCore Services Inc.		

**L111**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173839**

Well id:	327975	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SE SW
Longitude:	-94.62222	Latitude:	39.045
Long lat t:	From PLSS	Owner:	Rivera Station
Well use:	Monitoring well/observation/piezometer		
Comple dat:	09-Jul-2002	Other id:	MW 1
Status:	PLUGGED		
Dwr number:	Not Reported		
Directions:	4612 Mission Rd, Kansas City		
Well depth:	13.35	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 4.04 Est yield: Not Reported  
Driller: Associated Environmental, Inc.

**M112**  
**WSW**  
**1/2 - 1 Mile**  
**Lower** **KS WELLS** **KS6000000173065**

Well id: 359678 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SW  
Longitude: -94.62677 Latitude: 39.03415  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 09-Apr-1997  
Status: CONSTRUCTED Other id: MW 8  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 27 Elev: 890.8  
Static dep: 20.59 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**M113**  
**WSW**  
**1/2 - 1 Mile**  
**Lower** **KS WELLS** **KS6000000173064**

Well id: 359677 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SW  
Longitude: -94.62677 Latitude: 39.03415  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 07-Apr-1997  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 15 Elev: 899.8  
Static dep: 2.75 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**M114**  
**WSW**  
**1/2 - 1 Mile**  
**Lower** **KS WELLS** **KS6000000173066**

Well id: 359679 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SW  
Longitude: -94.62677 Latitude: 39.03415  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 09-Apr-1997  
Status: CONSTRUCTED Other id: MW 7  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 23 Elev: 900.5

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 12.22 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**M115**  
**WSW**  
**1/2 - 1 Mile**  
**Lower** **KS WELLS** **KS6000000173068**

Well id: 359681 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SW  
Longitude: -94.62677 Latitude: 39.03415  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 08-Apr-1997  
Status: CONSTRUCTED Other id: MW 3  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 15 Elev: 901.8  
Static dep: 5.32 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**M116**  
**WSW**  
**1/2 - 1 Mile**  
**Lower** **KS WELLS** **KS6000000173067**

Well id: 359680 County: Johnson  
Township: 12 Twn dir: S  
Range: 25 Range dir: E  
Section: 3 Spot: SE NW SW  
Longitude: -94.62677 Latitude: 39.03415  
Long lat t: From PLSS Owner: COUNTRY CLUB  
Well use: Monitoring well/observation/piezometer  
Comple dat: 08-Apr-1997  
Status: CONSTRUCTED Other id: MW 6  
Dwr number: Not Reported  
Directions: 5400 Mission Drive, Mission Hills  
Well depth: 25 Elev: 900.8  
Static dep: 14.55 Est yield: Not Reported  
Driller: GeoCore Services Inc.

**N117**  
**North**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000174212**

Well id: 411704 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.61247 Latitude: 39.04994  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 16-Jan-2008  
Status: CONSTRUCTED Other id: MW 6  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 20 Elev: 967.8



# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11.95 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N118**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174211**

Well id: 411721 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.61261 Latitude: 39.04994  
Long lat t: GPS Owner: KDHE  
Well use: Monitoring well/observation/piezometer  
Comple dat: 16-Jan-2008  
Status: CONSTRUCTED Other id: MW 7  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 20 Elev: 964.5  
Static dep: 7 Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N119**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174264**

Well id: 414970 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.612908 Latitude: 39.050438  
Long lat t: From PLSS Owner: Gates, Beverly (KDHE-BER)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 12-Jun-2008  
Status: PLUGGED Other id: MW 5  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 14.82 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N120**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174263**

Well id: 414969 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.612908 Latitude: 39.050438  
Long lat t: From PLSS Owner: Gates, Beverly (KDHE-BER)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 12-Jun-2008  
Status: PLUGGED Other id: MW 3  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 14.65 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N121**  
**North**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000174262**

Well id: 414968 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.612908 Latitude: 39.050438  
Long lat t: From PLSS Owner: Gates, Beverly (KDHE-BER)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 12-Jun-2008  
Status: PLUGGED Other id: MW 3  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 13.9 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N122**  
**North**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000174267**

Well id: 415364 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.612908 Latitude: 39.050438  
Long lat t: From PLSS Owner: Gates, Beverly (KDHE BER)  
Well use: Monitoring well/observation/piezometer  
Comple dat: 12-Jun-2008  
Status: PLUGGED Other id: MW 2  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 14 Elev: Not Reported  
Static dep: Not Reported Est yield: Not Reported  
Driller: Larsen and Associates, Inc.

**N123**  
**North**  
**1/2 - 1 Mile**  
**Higher** **KS WELLS** **KS6000000174266**

Well id: 414972 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.612908 Latitude: 39.050438  
Long lat t: From PLSS Owner: Gates, Beverly  
Well use: Monitoring well/observation/piezometer  
Comple dat: 12-Jun-2008  
Status: PLUGGED Other id: MW 7  
Dwr number: Not Reported  
Directions: 2313 W 43rd, Kansas City  
Well depth: 19.8 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**N124**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000174265**

Well id:	414971	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.612908	Latitude:	39.050438
Long lat t:	From PLSS	Owner:	Gates, Beverly (KDHE-BER)
Well use:	Monitoring well/observation/piezometer		
Comple dat:	12-Jun-2008		
Status:	PLUGGED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	2313 W 43rd, Kansas City		
Well depth:	19.95	Elev:	Not Reported
Static dep:	Not Reported	Est yield:	Not Reported
Driller:	Larsen and Associates, Inc.		

**N125**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000174270**

Well id:	303753	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Gates, Beverly
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 2
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St., Kansas City		
Well depth:	17	Elev:	Not Reported
Static dep:	13.64	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**N126**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000174269**

Well id:	303752	County:	Wyandot
Township:	11	Twn dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Gates, Beverly
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 3
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St., Kansas City		
Well depth:	17	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 6.2 Est yield: Not Reported  
Driller: JB Environmental Drilling

**N127**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174268**

Well id: 303751 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.61292 Latitude: 39.05044  
Long lat t: From PLSS Owner: Gates, Beverly  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Aug-1998  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 2313 W. 43rd St., Kansas City  
Well depth: 26 Elev: Not Reported  
Static dep: 17.56 Est yield: Not Reported  
Driller: JB Environmental Drilling

**N128**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174273**

Well id: 353098 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.61292 Latitude: 39.05044  
Long lat t: From PLSS Owner: Beverly Gates  
Well use: Monitoring well/observation/piezometer  
Comple dat: 06-Aug-2004  
Status: PLUGGED Other id: MW 1  
Dwr number: Not Reported  
Directions: 2313 W 43rd St, Kansas City  
Well depth: 26 Elev: Not Reported  
Static dep: 17.56 Est yield: Not Reported  
Driller: Quad State Services, Inc.

**N129**  
**North**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000174272**

Well id: 303894 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: NE NE SE  
Longitude: -94.61292 Latitude: 39.05044  
Long lat t: From PLSS Owner: Beverly Gates  
Well use: Monitoring well/observation/piezometer  
Comple dat: 24-Aug-1998  
Status: CONSTRUCTED Other id: MW 5  
Dwr number: Not Reported  
Directions: 2313 W. 43rd St. in Kansas City, Kansas  
Well depth: 15 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	11.44	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**N130  
North  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000174271**

Well id:	303893	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	NE NE SE
Longitude:	-94.61292	Latitude:	39.05044
Long lat t:	From PLSS	Owner:	Beverly Gates
Well use:	Monitoring well/observation/piezometer		
Comple dat:	24-Aug-1998		
Status:	CONSTRUCTED	Other id:	MW 4
Dwr number:	Not Reported		
Directions:	2313 W. 43rd St. in Kansas City, Kansas		
Well depth:	16	Elev:	Not Reported
Static dep:	7.77	Est yield:	Not Reported
Driller:	JB Environmental Drilling		

**O131  
NW  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000173849**

Well id:	308883	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	25-Aug-1999		
Status:	CONSTRUCTED	Other id:	MW-31
Dwr number:	Not Reported		
Directions:	756 N County Line Road		
Well depth:	10	Elev:	Not Reported
Static dep:	8	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

**O132  
NW  
1/2 - 1 Mile  
Higher**

**KS WELLS      KS6000000173848**

Well id:	308882	County:	Wyandot
Township:	11	Twon dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	25-Aug-1999		
Status:	CONSTRUCTED	Other id:	MW 2
Dwr number:	Not Reported		
Directions:	765 N Count Line Road		
Well depth:	18	Elev:	Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep: 11 Est yield: Not Reported  
Driller: Shirley Environmental Testing LLC

**O133**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173847**

Well id: 308881 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SE SW SW  
Longitude: -94.62688 Latitude: 39.04501  
Long lat t: From PLSS Owner: U-DO Convenience Store  
Well use: Monitoring well/observation/piezometer  
Comple dat: 23-Aug-1999  
Status: CONSTRUCTED Other id: MW 1  
Dwr number: Not Reported  
Directions: 756 N County Line Road  
Well depth: 18 Elev: Not Reported  
Static dep: 10 Est yield: Not Reported  
Driller: Shirley Environmental Testing LLC

**O134**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173850**

Well id: 308884 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SE SW SW  
Longitude: -94.62688 Latitude: 39.04501  
Long lat t: From PLSS Owner: U-DO Convenience  
Well use: Monitoring well/observation/piezometer  
Comple dat: 25-Aug-1999  
Status: CONSTRUCTED Other id: MW 4  
Dwr number: Not Reported  
Directions: 756 N County Line Road  
Well depth: 17 Elev: Not Reported  
Static dep: 10 Est yield: Not Reported  
Driller: Shirley Environmental Testing LLC

**O135**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS KS6000000173853**

Well id: 308887 County: Wyandot  
Township: 11 Twn dir: S  
Range: 25 Range dir: E  
Section: 34 Spot: SE SW SW  
Longitude: -94.62688 Latitude: 39.04501  
Long lat t: From PLSS Owner: U-DO Convenience Store  
Well use: Monitoring well/observation/piezometer  
Comple dat: 04-Sep-1999  
Status: CONSTRUCTED Other id: MW 7  
Dwr number: Not Reported  
Directions: 756 N County Line Road  
Well depth: 20 Elev: Not Reported

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Static dep:	9	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

**O136**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173852**

Well id:	308886	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	04-Oct-1999		
Status:	CONSTRUCTED	Other id:	MW 6
Dwr number:	Not Reported		
Directions:	756 N County Line Road		
Well depth:	17	Elev:	Not Reported
Static dep:	10	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

**O137**  
**NW**  
**1/2 - 1 Mile**  
**Higher**

**KS WELLS      KS6000000173851**

Well id:	308885	County:	Wyandot
Township:	11	Tw n dir:	S
Range:	25	Range dir:	E
Section:	34	Spot:	SE SW SW
Longitude:	-94.62688	Latitude:	39.04501
Long lat t:	From PLSS	Owner:	U-DO Convenience Store
Well use:	Monitoring well/observation/piezometer		
Comple dat:	05-Oct-1999		
Status:	CONSTRUCTED	Other id:	MW 5
Dwr number:	Not Reported		
Directions:	756N County Line Road		
Well depth:	12	Elev:	Not Reported
Static dep:	11	Est yield:	Not Reported
Driller:	Shirley Environmental Testing LLC		

# GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS RADON

**AREA RADON INFORMATION**

State Database: KS Radon

**Radon Test Results**

Zipcode	Avg Radon	Max Radon	Num Tests
66205	5.5	65.9	524

Federal EPA Radon Zone for JOHNSON County: 1

- Note: Zone 1 indoor average level > 4 pCi/L.
- : Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
- : Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 66205

Number of sites tested: 17

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.500 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	3.912 pCi/L	59%	41%	0%



# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## TOPOGRAPHIC INFORMATION

### USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

### Scanned Digital USGS 7.5' Topographic Map (DRG)

Source: United States Geologic Survey

A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

## HYDROLOGIC INFORMATION

**Flood Zone Data:** This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

**NWI:** National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

## HYDROGEOLOGIC INFORMATION

### AQUIFLOW<sup>R</sup> Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

## GEOLOGIC INFORMATION

### Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

### STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

### SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## LOCAL / REGIONAL WATER AGENCY RECORDS

### FEDERAL WATER WELLS

#### PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

#### PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

#### USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

### STATE RECORDS

#### Kansas Water Well Completion Records Database

Source: Kansas Geological Survey

Telephone: 913-864-3965

## OTHER STATE DATABASE INFORMATION

#### Oil and Gas Well Location Database Listing

Source: Kansas Geological Survey

Telephone: 785-864-3965

### RADON

#### State Database: KS Radon

Source: Department of Health & Environment

Telephone: 785-296-1500

Kansas Indoor Radon Measurements

#### Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

#### EPA Radon Zones

Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

### OTHER

#### Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

#### Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

# PHYSICAL SETTING SOURCE RECORDS SEARCHED

## STREET AND ADDRESS INFORMATION

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**APPENDIX D**

**HISTORIC AERIAL PHOTOGRAPHS**

**Westwood Christian Church**

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.8

February 27, 2014

## The EDR Aerial Photo Decade Package



6 Armstrong Road, 4th Floor  
Shelton, Connecticut 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## EDR Aerial Photo Decade Package

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Please contact EDR at 1-800-352-0050  
with any questions or comments.

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**Date EDR Searched Historical Sources:**

Aerial Photography February 27, 2014

**Target Property:**

5050 Rainbow Boulevard

Mission, KS 66205

<u>Year</u>	<u>Scale</u>	<u>Details</u>	<u>Source</u>
1948	Aerial Photograph. Scale: 1"=1000'	Panel #: 39094-A5, Kansas City, MO; Flight Date: September 01, 1948	EDR
1957	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: June 10, 1957	EDR
1959	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1959	EDR
1966	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1966	EDR
1969	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1969	EDR
1970	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: October 02, 1970	EDR
1979	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1979	EDR
1983	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1983	EDR
1986	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1986	EDR
1991	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1991	EDR
1996	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Date: January 01, 1996	EDR
2002	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; DOQQ - acquisition dates: February 13, 2002	EDR
2005	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2006	EDR
2007	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2007	EDR
2008	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2008	EDR
2009	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2009	EDR
2010	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2010	EDR
2012	Aerial Photograph. Scale: 1"=500'	Panel #: 39094-A5, Kansas City, MO; Flight Year: 2012	EDR





INQUIRY #: 3866250.8  
YEAR: 1948  
|-----| = 1000'







INQUIRY #: 3866250.8

YEAR: 1957

| = 500'







INQUIRY #: 3866250.8

YEAR: 1959

— = 500'







INQUIRY #: 3866250.8  
YEAR: 1966  
|—————| = 500'

↑ N  
CEDR





INQUIRY #: 3866250.8

YEAR: 1969

 = 500'







INQUIRY #: 3866250.8

YEAR: 1970

 = 500'







INQUIRY #: 3866250.8

YEAR: 1979

| = 500'

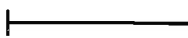






INQUIRY #: 3866250.8

YEAR: 1983

 = 500'







INQUIRY #: 3866250.8

YEAR: 1986

| = 500'







INQUIRY #: 3866250.8

YEAR: 1991

— = 500'







INQUIRY #: 3866250.8

YEAR: 1996

— = 500'







INQUIRY #: 3866250.8

YEAR: 2002

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INQUIRY #: 3866250.8

YEAR: 2005

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INQUIRY #: 3866250.8

YEAR: 2006

| = 500'







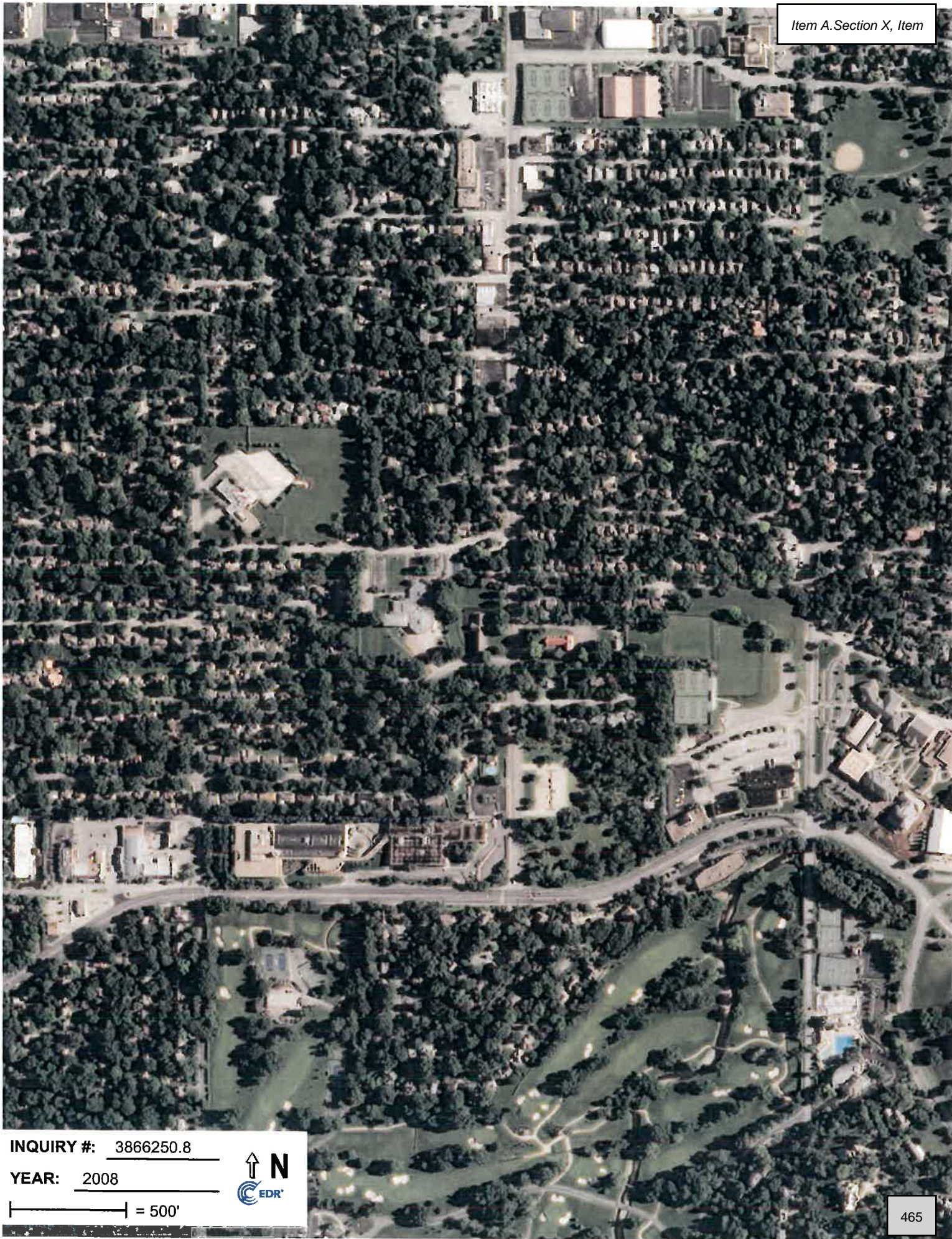
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YEAR: 2007

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YEAR: 2008

— = 500'







INQUIRY #: 3866250.8

YEAR: 2009

— = 500'







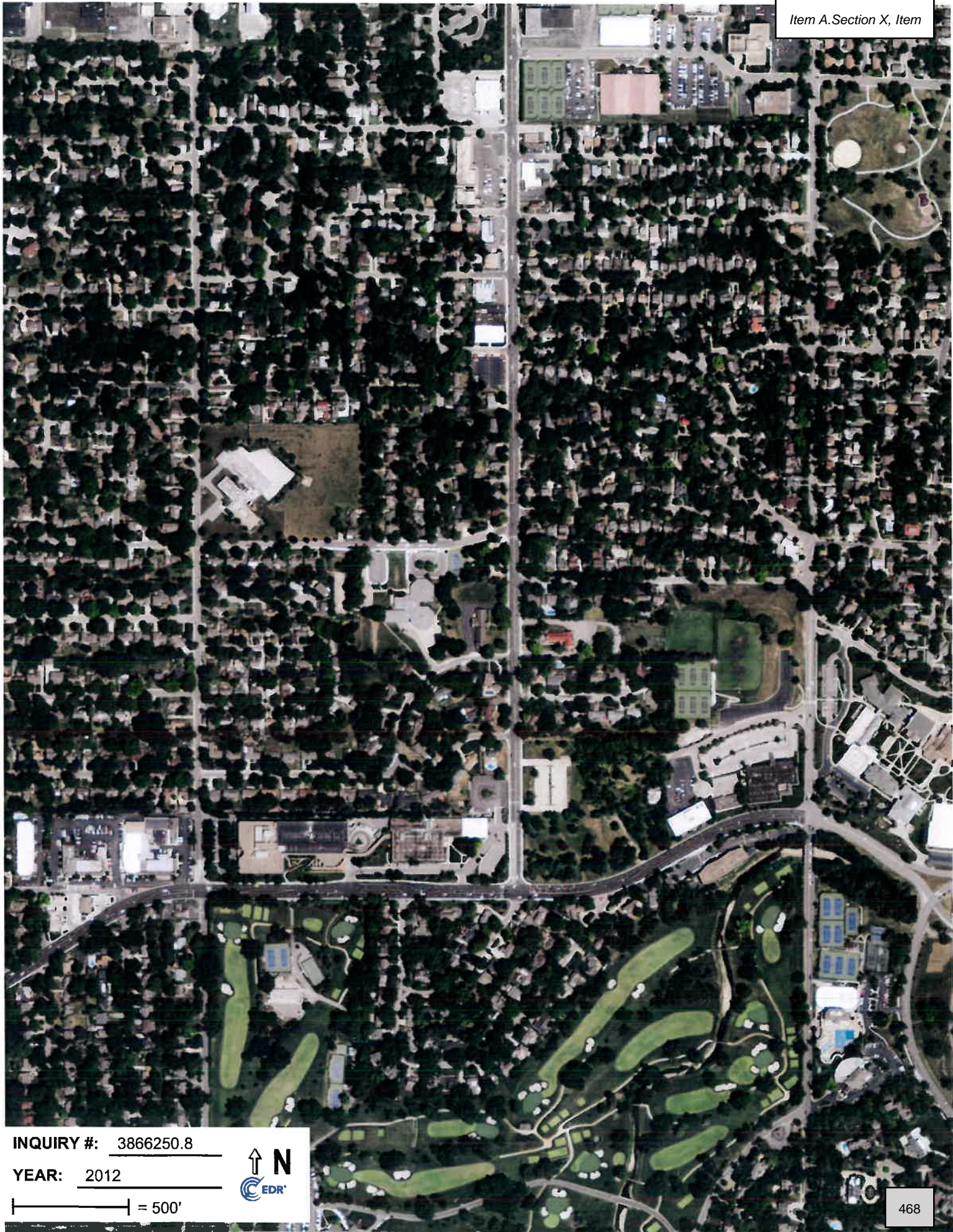
INQUIRY #: 3866250.8

YEAR: 2010

 = 500'







INQUIRY #: 3866250.8

YEAR: 2012

— = 500'







---

**APPENDIX E**

**HISTORIC TOPOGRAPHIC PHOTOGRAPHS**

**Westwood Christian Church**

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.4

February 26, 2014

## EDR Historical Topographic Map Report



6 Armstrong Road, 4th Floor  
Shelton, Connecticut 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)

## EDR Historical Topographic Map Report

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Please contact EDR at 1-800-352-0050  
with any questions or comments.

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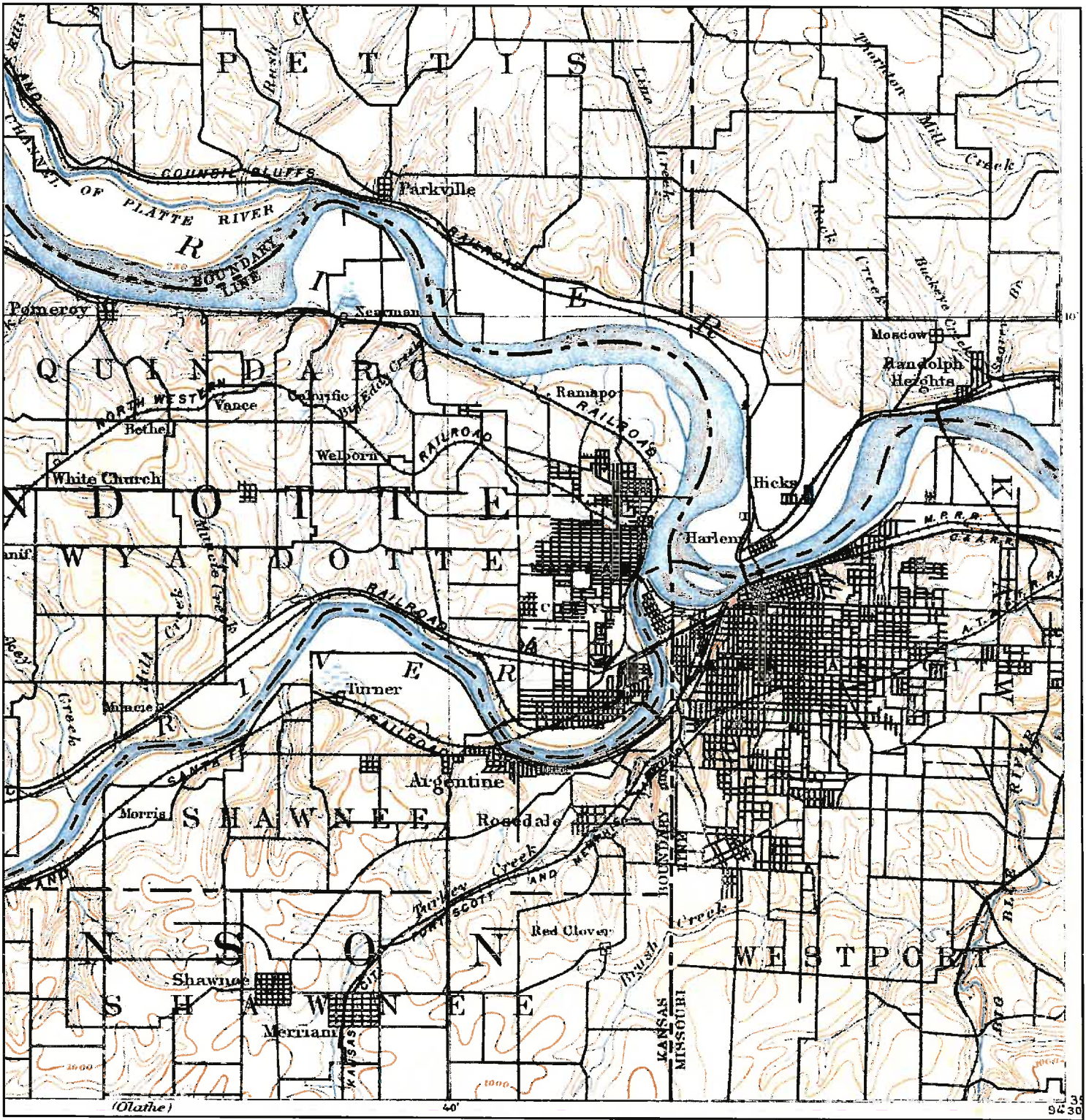
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# Historical Topographic Map

Item A. Section X, Item

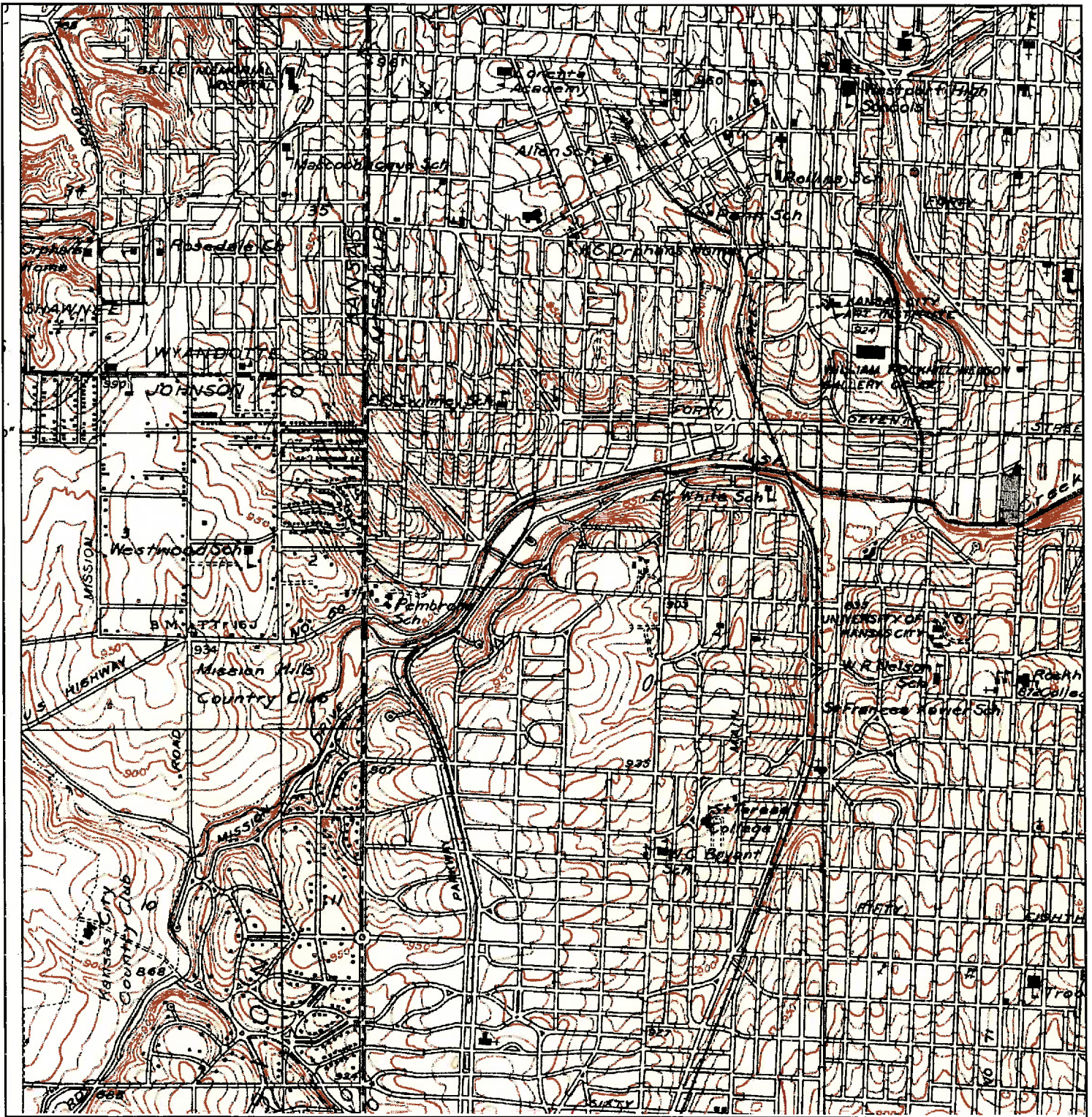


<p>N ↑</p>	<p>TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1894</p>	<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205</p>	<p>CLIENT: Kansas City Testing and Engineering LLC</p>
	<p>SERIES: 30 SCALE: 1:125000</p>	<p>LAT/LONG: 39.0365 / -94.6124</p>	<p>CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014</p>



# Historical Topographic Map

Item A. Section X, Item



<p>N ↑</p>	<p>TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1935</p>	<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205</p>	<p>CLIENT: Kansas City Testing and Engineering LLC</p>
	<p>SERIES: 7.5 SCALE: 1:25000</p>	<p>LAT/LONG: 39.0365 / -94.6124</p>	<p>CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014</p>



# Historical Topographic Map

Item A. Section X, Item

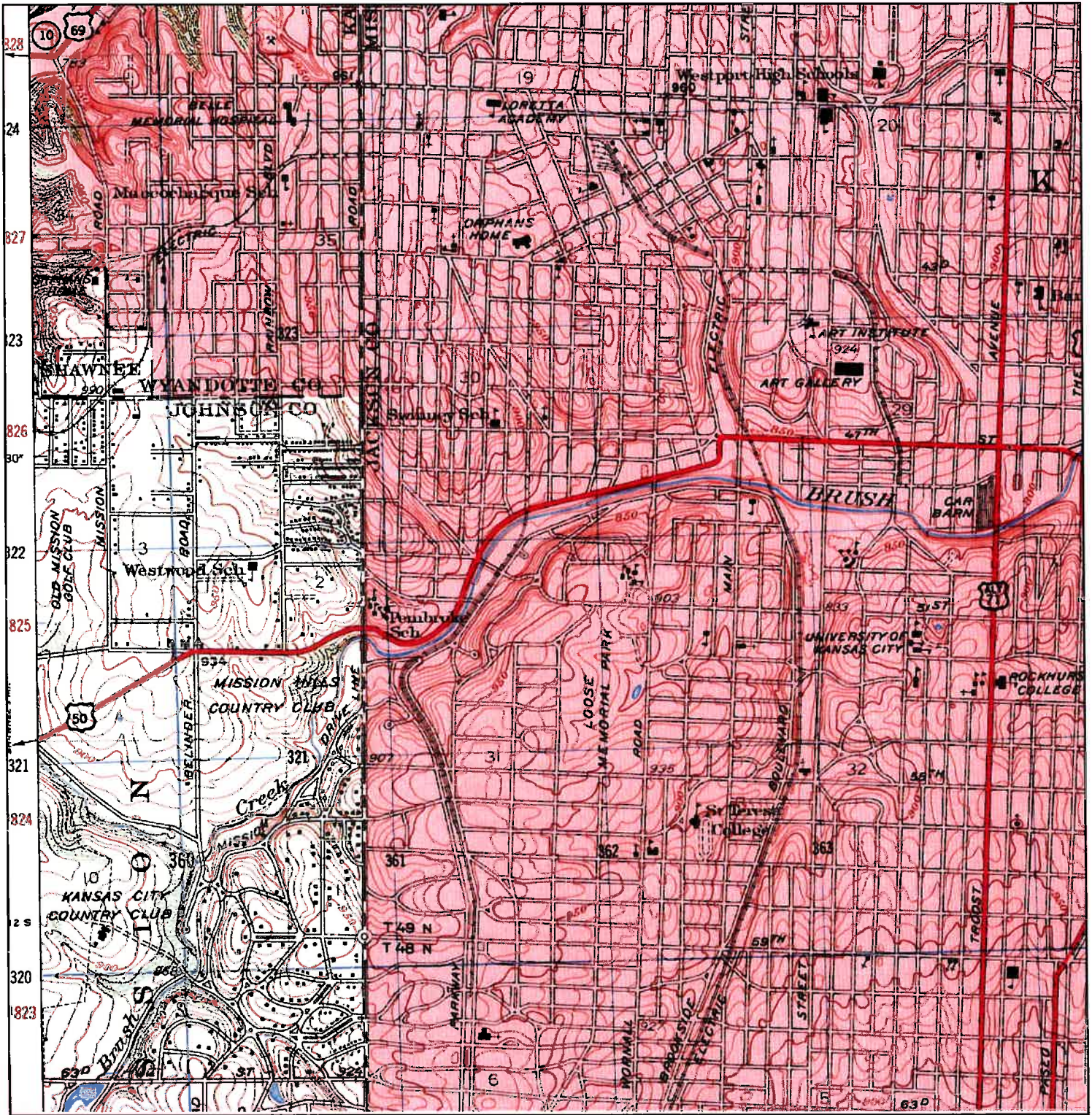


N ↑	<b>TARGET QUAD</b> NAME: KANSAS CITY MAP YEAR: 1940	<b>SITE NAME:</b> Westwood Christian Church <b>ADDRESS:</b> 5050 Rainbow Boulevard Mission, KS 66205	<b>CLIENT:</b> Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:31680	<b>LAT/LONG:</b> 39.0365 / -94.6124	<b>CONTACT:</b> Andrew Michael <b>INQUIRY#:</b> 3866250.4 <b>RESEARCH DATE:</b> 02/26/2014



# Historical Topographic Map

Item A. Section X, Item

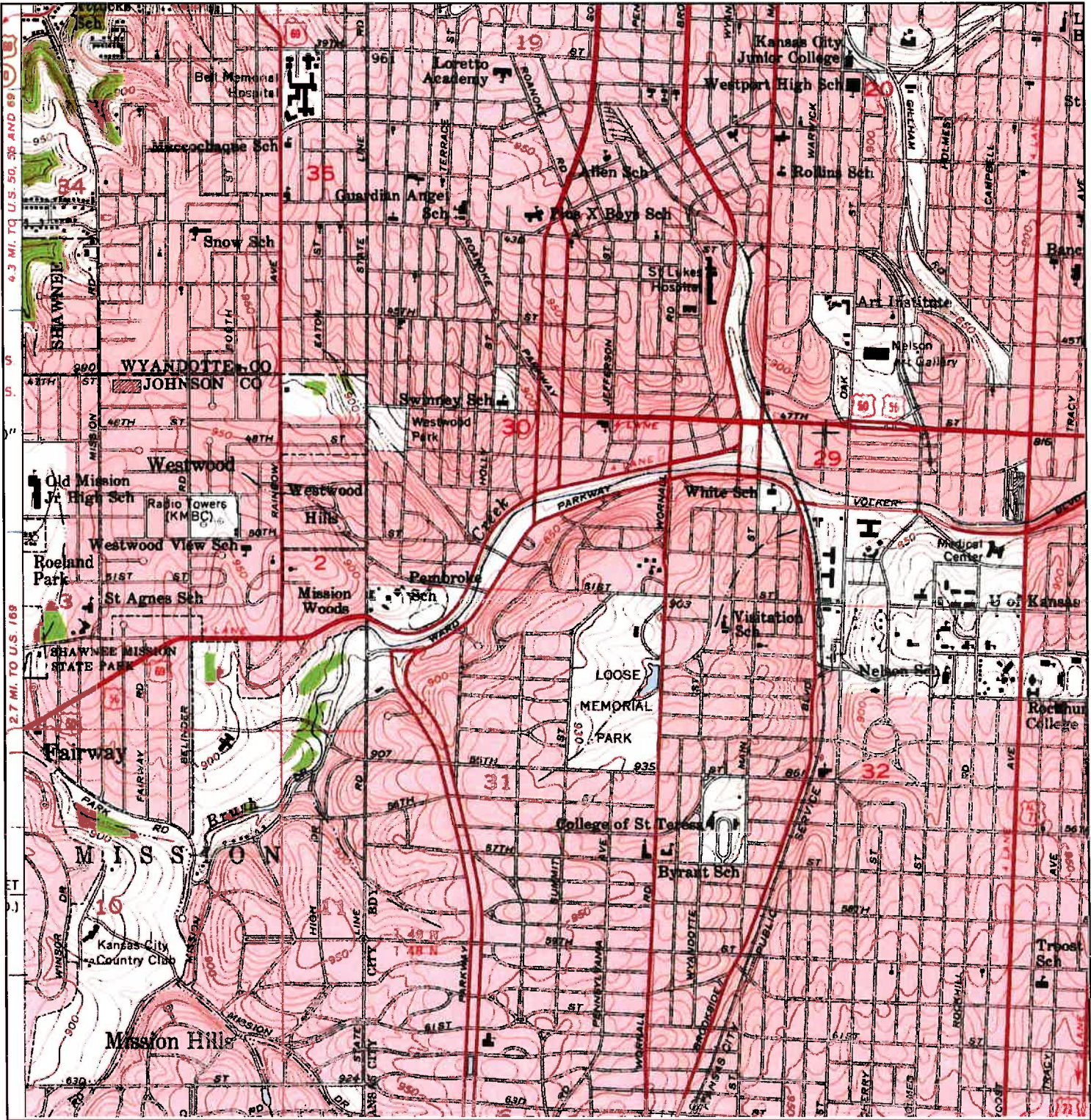


N ↑	<b>TARGET QUAD</b> NAME: KANSAS CITY MAP YEAR: 1948	<b>SITE NAME:</b> Westwood Christian Church <b>ADDRESS:</b> 5050 Rainbow Boulevard Mission, KS 66205	<b>CLIENT:</b> Kansas City Testing and Engineering LLC
	<b>SERIES:</b> 7.5 <b>SCALE:</b> 1:25000	<b>LAT/LONG:</b> 39.0365 / -94.6124	<b>CONTACT:</b> Andrew Michael <b>INQUIRY#:</b> 3866250.4 <b>RESEARCH DATE:</b> 02/26/2014



# Historical Topographic Map

Item A. Section X, Item

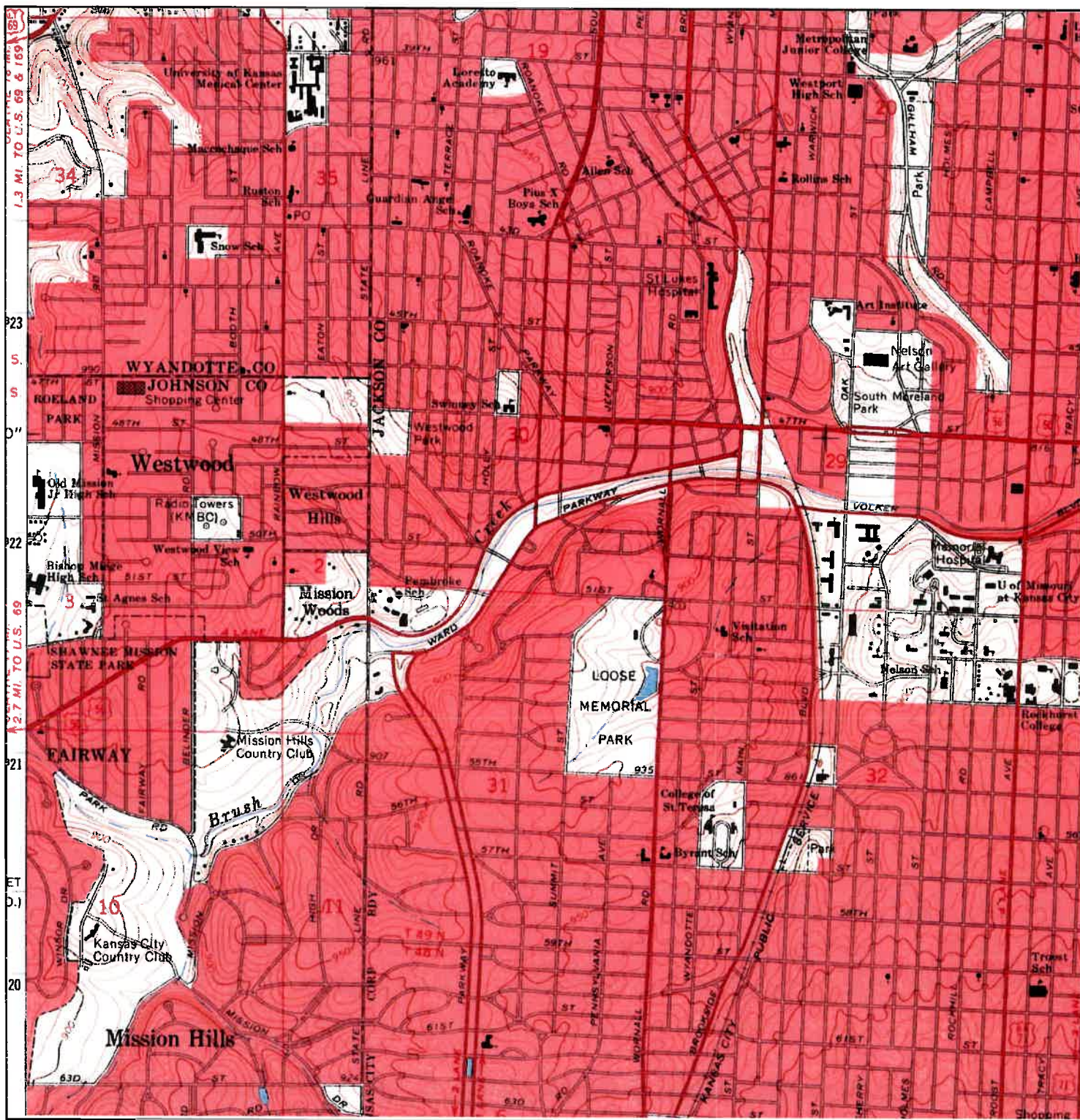


<p>N ↑</p>	<p>TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1957</p>	<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205</p>	<p>CLIENT: Kansas City Testing and Engineering LLC</p>
	<p>SERIES: 7.5 SCALE: 1:24000</p>	<p>LAT/LONG: 39.0365 / -94.6124</p>	<p>CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014</p>



# Historical Topographic Map

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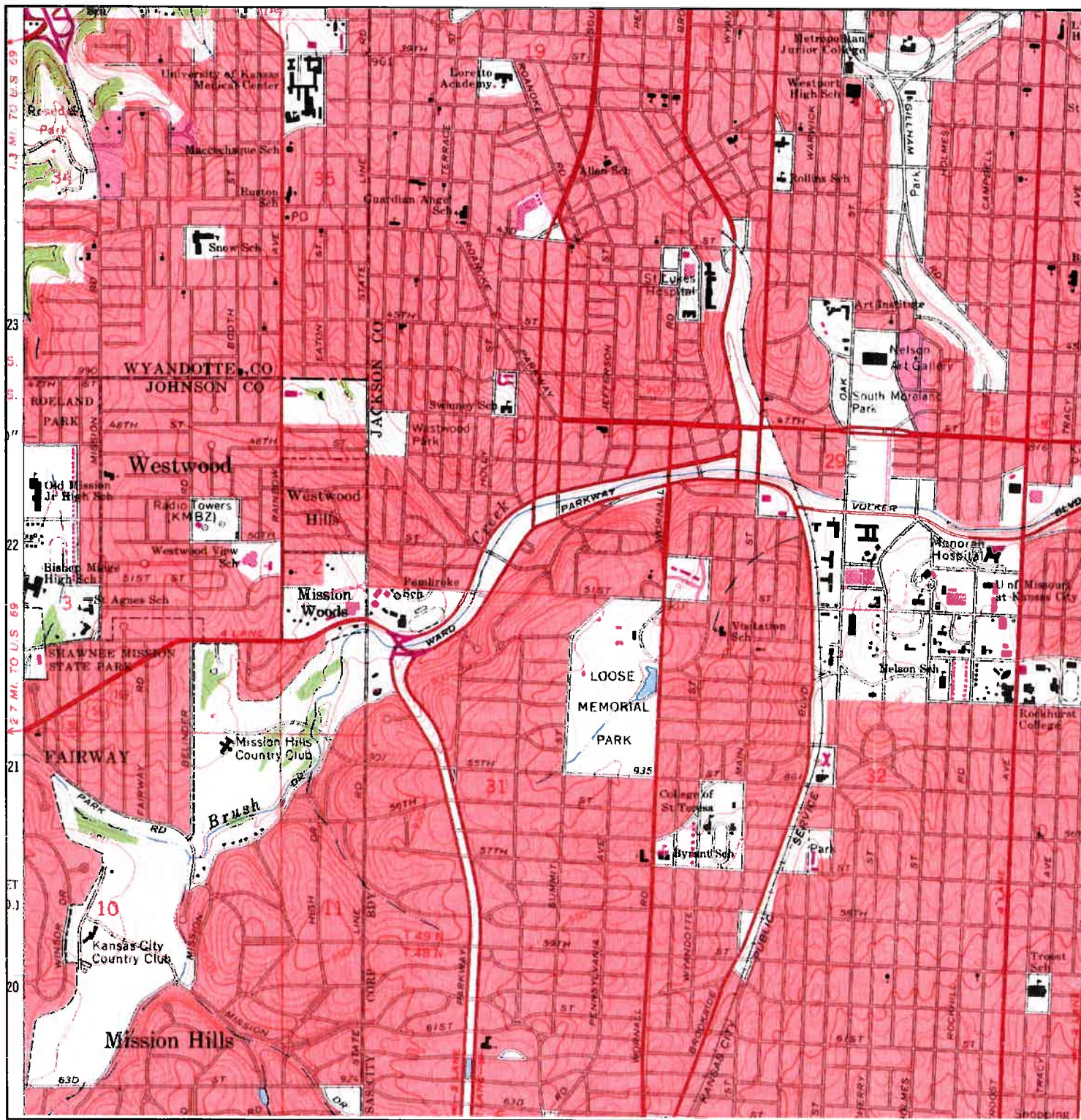


N ↑	TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1964	SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205	CLIENT: Kansas City Testing and Engineering LLC
	SERIES: 7.5 SCALE: 1:24000	LAT/LONG: 39.0365 / -94.6124	CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014



# Historical Topographic Map

Item A. Section X, Item

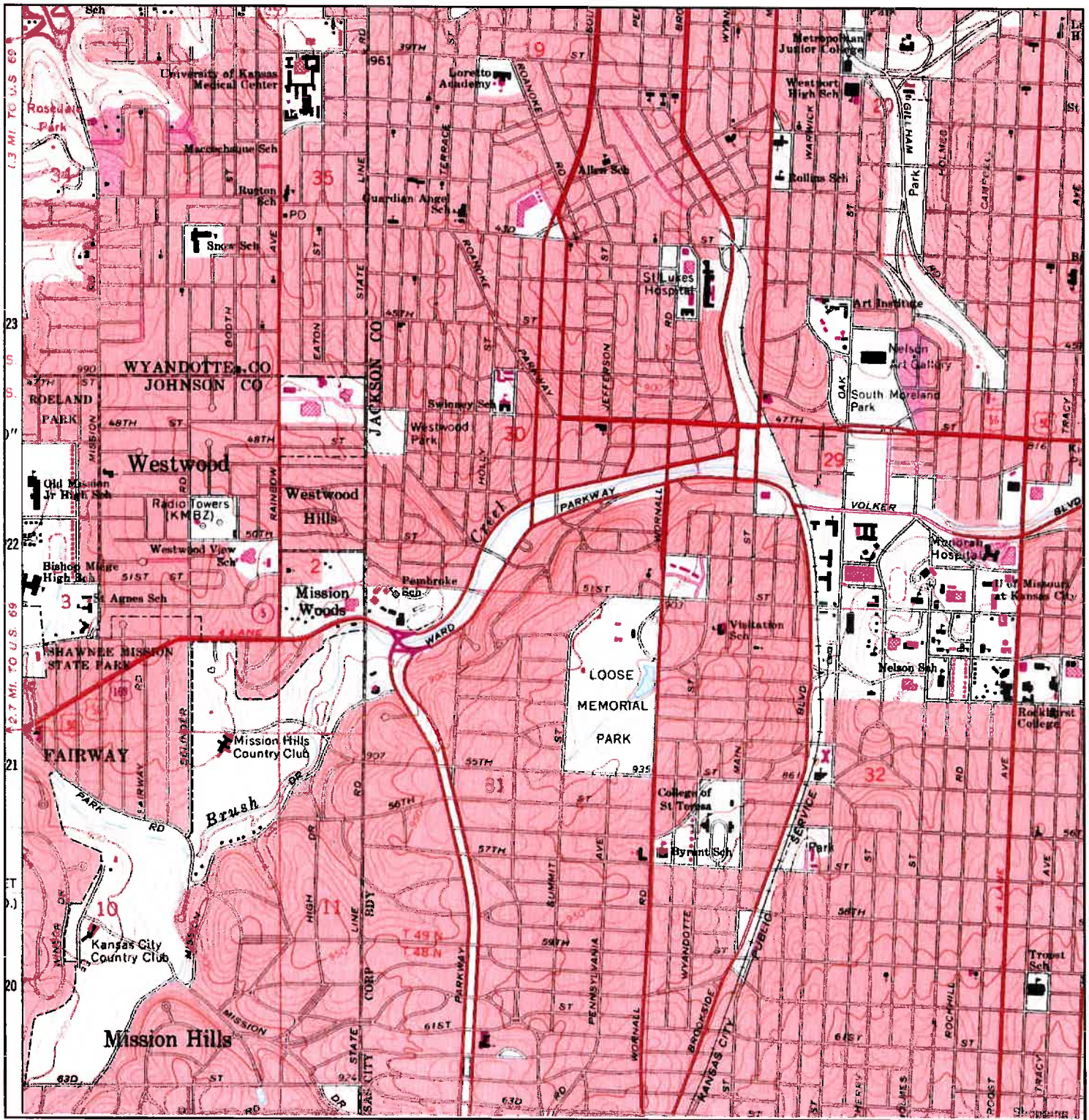



N ↑	TARGET QUAD	SITE NAME:	Westwood Christian Church	CLIENT:	Kansas City Testing and Engineering LLC
	NAME: KANSAS CITY	ADDRESS:	5050 Rainbow Boulevard	CONTACT:	Andrew Michael
	MAP YEAR: 1970		Mission, KS 66205	INQUIRY#:	3866250.4
	PHOTOREVISED FROM :1964	LAT/LONG:	39.0365 / -94.6124	RESEARCH DATE:	02/26/2014
	SERIES: 7.5				
SCALE: 1:24000					



# Historical Topographic Map

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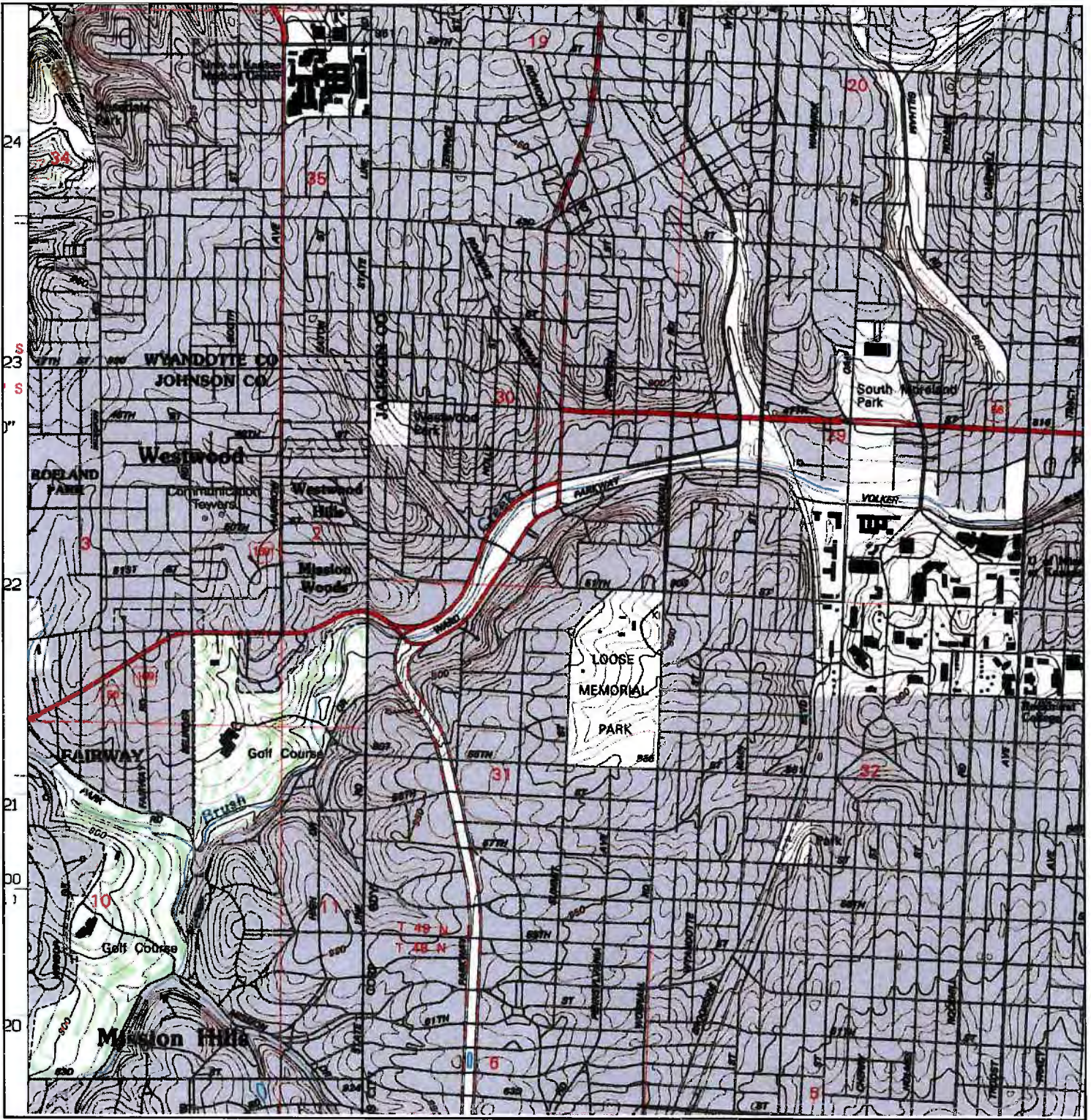



N 	TARGET QUAD	SITE NAME:	Kansas City Testing and Engineering LLC
	NAME: KANSAS CITY	ADDRESS:	5050 Rainbow Boulevard
	MAP YEAR: 1975		MISSION, KS 66205
	PHOTOREVISED FROM :1964	LAT/LONG:	39.0365 / -94.6124
	SERIES: 7.5		
SCALE: 1:24000			CONTACT: Andrew Michael
			INQUIRY#: 3866250.4
			RESEARCH DATE: 02/26/2014



# Historical Topographic Map

Item A. Section X, Item

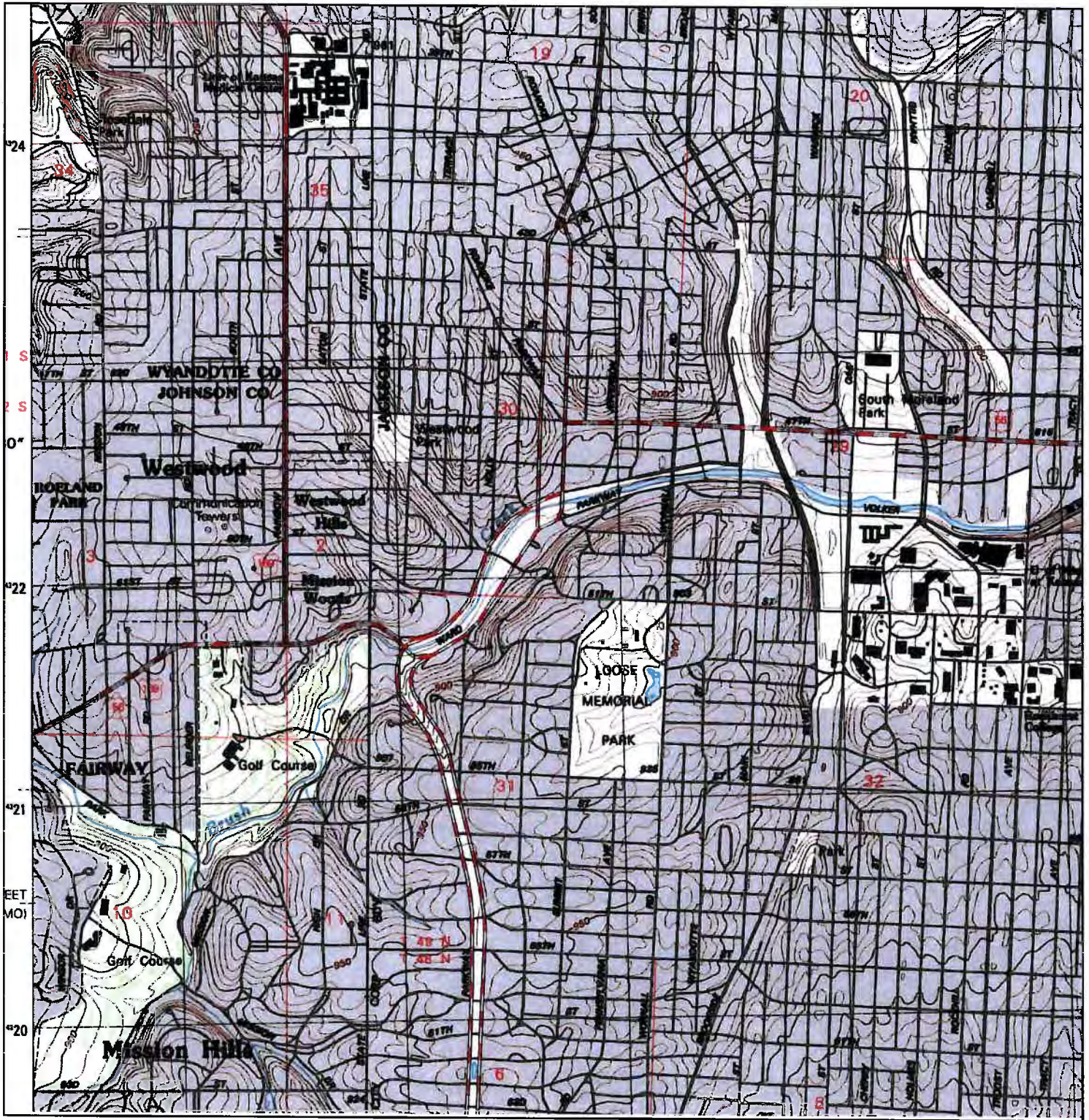



	<b>TARGET QUAD</b> NAME: KANSAS CITY MAP YEAR: 1991	<b>SITE NAME:</b> Westwood Christian Church <b>ADDRESS:</b> 5050 Rainbow Boulevard Mission, KS 66205 <b>LAT/LONG:</b> 39.0365 / -94.6124	<b>CLIENT:</b> Kansas City Testing and Engineering LLC <b>CONTACT:</b> Andrew Michael <b>INQUIRY#:</b> 3866250.4 <b>RESEARCH DATE:</b> 02/26/2014
	SERIES: 7.5 SCALE: 1:24000		



# Historical Topographic Map

Item A. Section X, Item



<p>N</p> 	<p>TARGET QUAD NAME: KANSAS CITY MAP YEAR: 1996</p>	<p>SITE NAME: Westwood Christian Church ADDRESS: 5050 Rainbow Boulevard Mission, KS 66205</p>	<p>CLIENT: Kansas City Testing and Engineering LLC</p>
	<p>SERIES: 7.5 SCALE: 1:24000</p>	<p>LAT/LONG: 39.0365 / -94.6124</p>	<p>CONTACT: Andrew Michael INQUIRY#: 3866250.4 RESEARCH DATE: 02/26/2014</p>





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**APPENDIX F**

**SANBORN MAPS**

**Westwood Christian Church**

5050 Rainbow Boulevard

Mission, KS 66205

Inquiry Number: 3866250.3

February 26, 2014

## Certified Sanborn® Map Report



6 Armstrong Road, 4th Floor  
Shelton, Connecticut 06484  
Toll Free: 800.352.0050  
[www.edrnet.com](http://www.edrnet.com)



# Certified Sanborn® Map Report

2/26/14

<b>Site Name:</b> Westwood Christian Church 5050 Rainbow Boulevard Mission, KS 66205	<b>Client Name:</b> Kansas City Testing and 1308 Adams Street. Kansas City, KS 66103
<b>EDR Inquiry #</b> 3866250.3	<b>Contact:</b> Andrew Michael



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### Certified Sanborn Results:

<b>Site Name:</b>	Westwood Christian Church
<b>Address:</b>	5050 Rainbow Boulevard
<b>City, State, Zip:</b>	Mission, KS 66205
<b>Cross Street:</b>	
<b>P.O. #</b>	E-14-030
<b>Project:</b>	Westwood Christian Church
<b>Certification #</b>	1B7B-47A3-8AC6



Sanborn® Library search results  
Certification # 1B7B-47A3-8AC6

### Maps Provided:

- 1963
- 1950

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Perris & Browne, Hopkins, Barlow and others which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1866™

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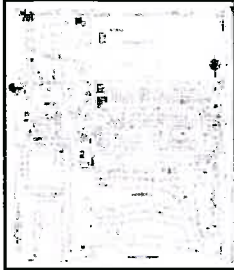
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**Sanborn Sheet Thumbnails**

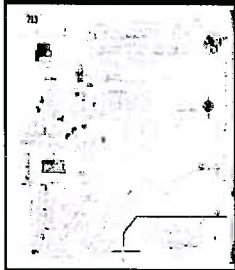
This Certified Sanborn Map Report is based upon the following Sanborn Fire Insurance map sheets.



**1963 Source Sheets**

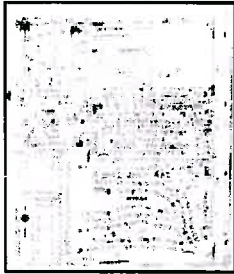


Volume 4, Sheet 701

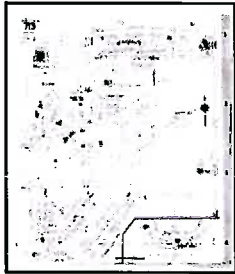


Volume 4, Sheet 713

**1950 Source Sheets**



Volume 4, Sheet 701



Volume 4, Sheet 713

# 1963 Certified Sanborn Map

Item A. Section X, Item



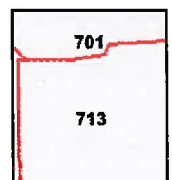
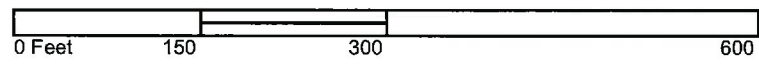
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Certification # 187B-47A3-8AC6

Site Name: Westwood Christian Church  
 Address: 5050 Rainbow Boulevard  
 City, ST, ZIP: Mission KS 66205  
 Client: Kansas City Testing and Engineering LLC  
 EDR Inquiry: 3866250.3  
 Order Date: 2/26/2014 9:01:00 PM  
 Certification #: 187B-47A3-8AC6  
 Copyright: 1963



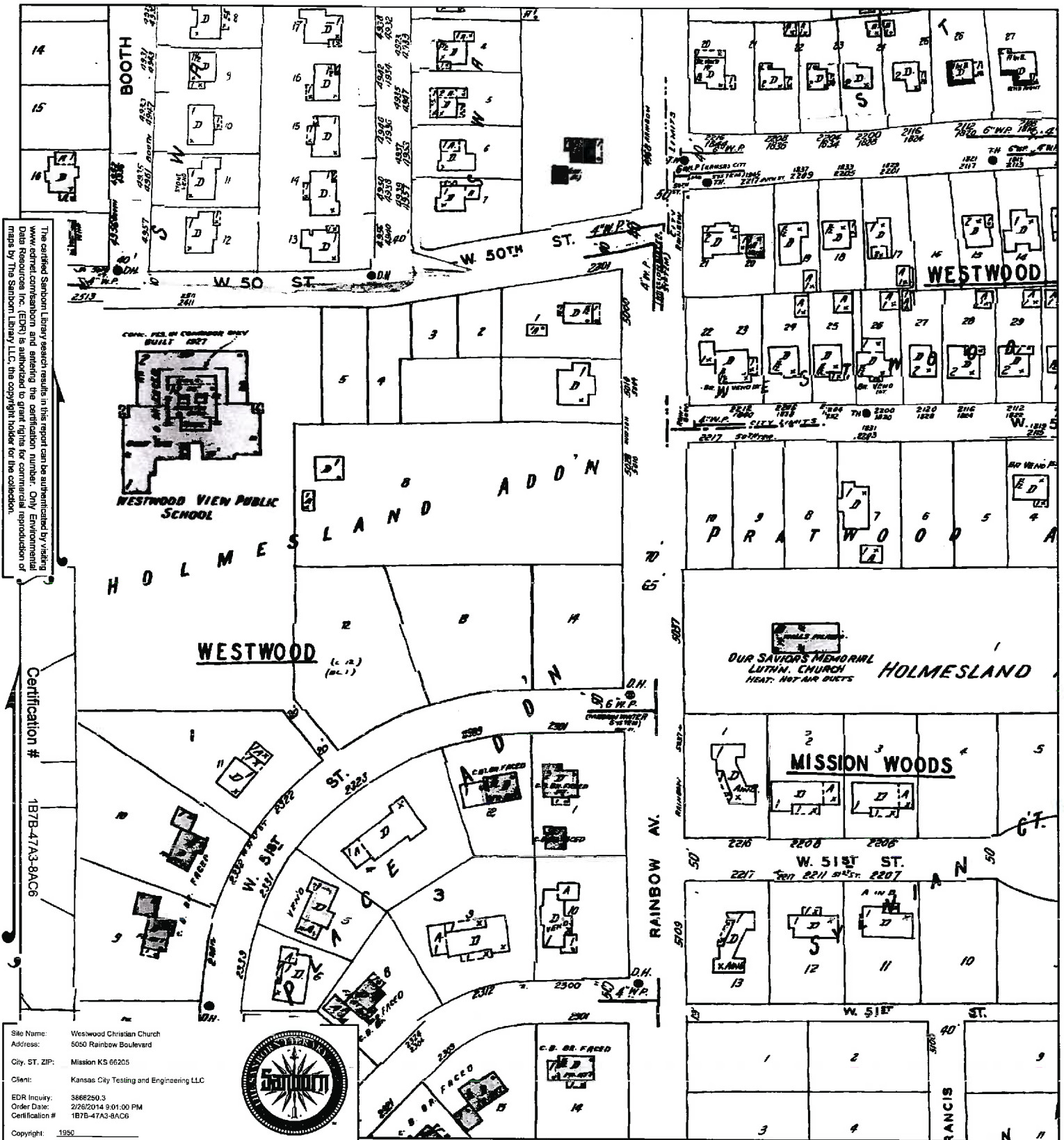
This Certified Sanborn Map combines the following sheets. Outlined areas indicate map sheets within the collection.



Volume 4, Sheet 701  
 Volume 4, Sheet 713

# 1950 Certified Sanborn Map

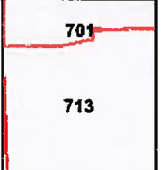
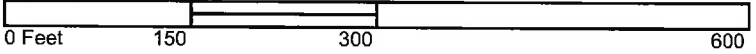
Item A. Section X, Item



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Certification #  
 187B-47A3-8AC6

Site Name: Westwood Christian Church  
 Address: 5050 Rainbow Boulevard  
 City, ST, ZIP: Mission KS 66205  
 Client: Kansas City Testing and Engineering LLC  
 EDR Inquiry: 3686250.3  
 Order Date: 2/26/2014 9:01:00 PM  
 Certification #: 187B-47A3-8AC6  
 Copyright: 1990



Volume 4, Sheet 701  
 Volume 4, Sheet 713



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**APPENDIX G**

**SITE PHOTOS**



**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the sign representing the Westwood Christian Church located at 5050 Rainbow Boulevard in Westwood, Johnson County, Kansas (Subject Property). KCTE was contacted by the City of Westwood, Kansas (Client) to conduct a Phase I Environmental Site Assessment of this property.	1
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the Westwood Christian Church building located at 5050 Rainbow Boulevard.	2
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14

**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a north facing view looking down Rainbow Boulevard, which borders the subject property to the east.	3
	CLIENT	City of Westwood, Kansas	Date
Direction: North	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows an east facing view of St. Rose Philippine Catholic Church, which is adjacent east of the subject property across Rainbow Boulevard.	4
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14



**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southwest facing view of the Westwood Christian Church taken from Rainbow Boulevard.	5
	CLIENT	City of Westwood, Kansas	Date
Direction: Southwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southwest facing view of the City of Westwood park that lies adjacent north of the subject property at the intersection of Rainbow Boulevard and West 50 <sup>th</sup> Street.	6
	CLIENT	City of Westwood, Kansas	Date
Direction: Southwest	PHOTOGRAPHER	Andrew Michael	03/12/14

**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows an east facing view of the north portion of the subject property that lies between the Westwood Christian Church and the City of Westwood park.	7
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a southeast facing view of the backside of the Westwood Christian Church building and parking area.	8
	CLIENT	City of Westwood, Kansas	Date
Direction: Southeast	PHOTOGRAPHER	Andrew Michael	03/12/14



**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northwest facing view of the Westwood View Elementary school which has historically been located adjacent east of the subject property up to the present day.	9
	CLIENT	City of Westwood, Kansas	Date
Direction: Northwest	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a north facing view of the western portion of the subject property that lies between the Westwood Christian Church and Westwood View Elementary School.	10
	CLIENT	City of Westwood, Kansas	Date
Direction: North	PHOTOGRAPHER	Andrew Michael	03/12/14



**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northeast facing view of the backside of the Westwood Christian Church building and parking area taken from West 52st Street.	11
	CLIENT	City of Westwood, Kansas	Date
Direction: Northeast	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a an east facing view looking down West 51st Street, which borders the subject property to the south, towards Rainbow Boulevard to the east.	12
	CLIENT	City of Westwood, Kansas	Date
Direction: East	PHOTOGRAPHER	Andrew Michael	03/12/14

**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows south facing view of the main chapel located within the interior of the Westwood Christian Church.	13
	CLIENT	City of Westwood, Kansas	Date
Direction: South	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a northeast facing view of the old chapel area, stage, and pastor's office located within the interior of the Westwood Christian Church.	14
	CLIENT	City of Westwood, Kansas	Date
Direction: Northeast	PHOTOGRAPHER	Andrew Michael	03/12/14

**Site Photos**  
**5050 Rainbow Boulevard**  
**Westwood, Kansas**



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows southeast facing view of the basement area of the Westwood Christian Church, which is situated beneath the main chapel of the church.	15
	CLIENT	City of Westwood, Kansas	Date
Direction: Southeast	PHOTOGRAPHER	Andrew Michael	03/12/14



KCTE PROJECT NO. E-14-030	DESCRIPTION	This picture shows a south facing view of the hallway located on the second level of the Westwood Christian Church. A mercury-containing thermostat was encountered on the wall during site reconnaissance.	16
	CLIENT	City of Westwood, Kansas	Date
Direction: South	PHOTOGRAPHER	Andrew Michael	03/12/14



---

**APPENDIX H**

**CITY DIRECTORIES**

**Westwood Christian Church**

5050 Rainbow Boulevard  
Mission, KS 66205

Inquiry Number: 3866250.5  
March 03, 2014

## The EDR-City Directory Image Report



# TABLE OF CONTENTS

## **SECTION**

**Executive Summary**

**Findings**

**City Directory Images**

***Thank you for your business.***  
Please contact EDR at 1-800-352-0050  
with any questions or comments.

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# EXECUTIVE SUMMARY

## DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

## RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

<u>Year</u>	<u>Target Street</u>	<u>Cross Street</u>	<u>Source</u>
2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2008	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
2003	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1999	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cole Information Services
1996	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1990	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1986	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1981	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1977	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1972	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1968	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory
1963	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Polk's City Directory

## RECORD SOURCES

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# FINDINGS

## TARGET PROPERTY STREET

5050 Rainbow Boulevard  
Mission, KS 66205

<u>Year</u>	<u>CD Image</u>	<u>Source</u>
<b><u>RAINBOW BLVD</u></b>		
2013	pg A1	Cole Information Services
2008	pg A2	Cole Information Services
2003	pg A3	Cole Information Services
1999	pg A5	Cole Information Services
1996	pg A6	Polk's City Directory
1990	pg A7	Polk's City Directory
1986	pg A8	Polk's City Directory
1981	pg A9	Polk's City Directory
1977	pg A10	Polk's City Directory
1977	pg A11	Polk's City Directory
1972	pg A12	Polk's City Directory
1968	pg A13	Polk's City Directory
1963	pg A14	Polk's City Directory

**FINDINGS**

**CROSS STREETS**

No Cross Streets Identified

## **City Directory Images**





-

**RAINBOW BLVD 2013**

- 4761 DANIEL D ZIMMERMAN MD
- 4765 KATHY WINKLHOFFER
- 4800 ANDERSON LAW FIRM LLC
- BELLETOWER PROPERTIES
- BENNETT DALE ATTORNEY AT LAW
- JONES JEFF REALTY
- KYNER LAW PC
- MARTIN MICHAEL S
- MCCULLOUGH WAREHEIM & LABUNKER
- ORR JAMES R
- PASCO LAW OFFICE LLC
- PICKELL TIMOTHY V
- RAYMOND JAMES
- REUTER RONALD S ATTORNEY
- WHITSITT MICHAEL E ATTORNEY
- WHITSITT MICHAEL E ATTY
- 4801 RENEE'S HAIR NAIL SALON
- 4803 SALON CHEVEUX
- 4807 AARON DEARINGER
- 4809 CYNTHIA HOFFMAN
- GENNA GEHRT
- 4812 AMBIENCE FURS
- 4820 HUNTHAUSEN WAYNE DVM
- 4824 ASIATICA LTD
- 4830 RED NOVA LABS
- STORAGEFRONT
- 4940 JASON SULLIVAN
- 4944 STEVEN MCBEE
- 4950 WILLIAM JENNINGS
- 4956 THOMAS LIVESAY
- 5050 WESTWOOD CHRISTIAN CHURCH
- 5123 ROBERT TOM



-

**RAINBOW BLVD 2008**

- 4761 DANIEL D ZIMMERMAN MD
- 4765 KATHY WINKLHOFFER
- 4800 AUSTIN HARMON MARKETING COMMUNICATIO
- BELLETOWER PROPERTIES
- CORBANC MORTGAGE
- EXPERT INTERNET SERVICES LLC
- GORDON ATCHESON
- JAMES RAYMOND & ASSOCIATES
- JONES JEFF REALTY
- LAW OFFICE MIKEAL J HAGERDON
- LAW OFFICE OF MICHAEL MARTIN
- LAW OFFICES OF DALE E BENNETT
- STATECO INSURANCE SERVICES
- THE MARKS LAW OFFICE
- TIMOTHY V PICKELL LAW OFFICES
- TURTLE CREEK MORTGAGE
- 4809 LARRY HITCHCOCK
- 4812 AMBIENCE
- 4818 ANIMANIA INC
- JAN KYLE DESIGN INC
- 4820 HUNTHAUSEN WAYNE DVM
- WESTWOOD ANIMAL HOSPITAL
- 4824 ASIATICA LTD
- 4830 FISCA OIL
- ROYALL PROPERTIES INC
- 4940 JASON SULLIVAN
- TUCKER COMMODITIES INC
- 4944 STEVEN MCBEE
- 4950 PAMELA RUSSELL
- RESPIRATORY MAINTENANCE INC
- 4956 TIMOTHY WICKEY
- 4958 TODD SWATZELL
- 5035 WESTWOOD LUTHERAN CHURCH
- 5050 WESTWOOD CHRISTIAN CHURCH
- 5123 TED SWIONTEK

**RAINBOW BLVD 2003**

4761 DANIEL D ZIMMERMAN  
DANIEL ZIMMERMAN  
INTEGRATECH ASSOCS INC  
ZIMMERMAN DANIEL D MD

4765 KATHLEEN WOODARD

4800 AUSTIN HARMON MARKETING CMNCTN  
AWAKENINGS THERAPEUTIC MASSAGE  
BANKCARD SERVICES  
BELLETOWER PROPERTIES  
BENNETT DALE E ATTY  
DALE E BENNETT  
DELPHI FINANCIAL  
DIRECT EXPOSURE ADVERTISING  
EPI INC  
FRIEDMAN MARSHA ATTY  
GUEST INFORMANT LEISUREGUIDE  
HAGERDON J MIKEAL  
JAMES R ORR  
JOHN A PAZELL ATTY  
JONES M F CO  
NEW ECONOMY CONSULTING GROUP  
PAZELL JOHN A ATTY AT LAW  
PICKELL TIMOTHY V LAW OFFICES  
RAYMOND JAMES FINANCIAL INC  
TELE ATLAS NORTH AMERICA INC  
TEMPS INC  
TIMOTTHY V PICKELL

4801 SHELLY GALVIN  
SHELLY GALVIN

4803 OCCUPANT UNKNOWN

4807 MARINA HERRERA

4809 LARRY HITCHCOCK

4812 OCCUPANT UNKNOWN

4818 ANIMANIA INC  
ANIMANIAART & GIFT GALLERY

4820 OCCUPANT UNKNOWN  
WESTWOOD ANIMAL HOSPITAL

4824 ASIATICA LTD  
OCCUPANT UNKNOWN

4830 FISCA OIL CO  
M HUDSON

4920 CHRIS LEISZLER

4940 JASON SULLIVAN

4944 JANET VAUGHN

4950 RESPIRATORY MAINTENANCE  
THOMAS WALTER

4956 STEVE LAUER

4958 TODD SWATZELL

5035 WESTWOOD LUTHERAN CHURCH ELCA

5050 WESTWOOD CHRISTIAN CHURCH

Target Street

Cross Street

Source

Cole Information Services

Item A. Section X, Item

✓

-

**RAINBOW BLVD 2003 (Cont'd)**

5123 TED SWIONTEK

**RAINBOW BLVD 1999**

4759 DATA IMAGE  
FRAME XCHANGE  
JRM STUDIO

4761 INTEGRA TECHNOLOGY ASSOCIATES INCORPORATED  
ZIMMERMAN DANIEL D MD

4765 KATHY WINKLHOFFER

4800 BARNDS CREATIVE CONNECTION  
BELLETOWER PROPERTIES  
DELPHI FINANCIAL INCORPORATED  
ENTERTAINMENT PLUS  
EPI ELECTRONICS MANUFACTURING REP  
FISCHER ENVIRONMENTAL SERVICES  
GUEST INFORMANT LEISUREGUIDE  
HAGERDON J MIKEAL ATTORNEY  
JONES JEFF REALTY  
JONES M F & COMPANY  
M ART & DESIGN  
MARTIN MICHAEL S ATTORNEY  
ORR JAMES R ATTORNEY  
ROBERT THOMAS SECURITIES  
SMITH ADVERTISING  
WALSH & COMPANY

4801 HADEN JACK DDS

4807 AARON DEARINGER

4809 LISA DUFFEY

4820 HUNTHAUSEN WAYNE DVM  
WESTWOOD ANIMAL HOSPITAL

4824 ASIATICA LIMITED KANSAS CITY

4830 FISCA OIL COMPANY INCORPORATED KANSAS CITY  
HUDSON JOHN M CPA

4940 JASON SULLIVAN

4944 STEVEN MCBEE

4950 PAMELA RUSSELL  
RESPIRATORY MAINTENANCE INCORPORATED

4956 STEVE THORELL

4958 ROBERT SWATZELL

5035 WESTWOOD LUTHERAN CHURCH ELCA

5050 WESTWOOD CHRISTIAN CHURCH

5123 TED SWIONTEK





-

## RAINBOW BLVD 1996

4824	ASIATICA LIMITED .....	-1941	C001	831-0831
4830	FISCA OIL CO .....	-1941	C001	236-7000
4920	Cloughley Dennis J.....	-1942	C017	722-0854
4950	RESPIRATORY MAINTENANCE INC .....	-1942	C017	831-2466
	Walter Thomas J .....	-1942	C017	236-4011
4956	Daniels Carne .....	-1942	C017	384-6473
	Tarry J.....	-1942	C017	384-6473
	Wallace Kelli A.....	-1942	C017	384-6473
4958	Swatzell Robert E .....	-1942	C017	677-1840
5035	WESTWOOD LUTHERAN CHURCH .....	-2063	C017	722-5035
	Schnaath Cynthia .....	-2063	C017	362-5336
5050	WESTWOOD CHRISTIAN CHURCH .....	-2062	C017	262-1308
5123	Swontek Bettie .....	-2061	C017	362-4918
	Swontek Ted .....	-2061	C017	362-4918
BUSINESSES 42		HOUSEHOLDS 26		



## RAINBOW BLVD 1990

4801 Haden Jack dentist 432 0765

4805 T M J Seminars 432 0765

4807 No Return

4809 Hitchcock Larry R ☉ 362 8815

★Duncan Saunders Doretha

4812 Smith Co the interior dsgr bridal  
registry 432 1800

## 48TH TER INTERSECTS

4820 Westwood Animal Hosp 362 2512

4824 Vacant

4830 Fisca Oil Co Inc gas inc 236 7000

## W 49TH INTERSECTS

4920 Bills Russell F 722 6512

4940 Meier Max R ☉ 722 4097

## 49 TER INTERSECTS

4950 Megahee L C 831 3480

4956 No Return

4958 Swatzell Robt E ☉ 677 1840

## W 50TH ST INTERSECTS

## 50TH TER INTERSECTS

5035 Westwood Lutheran Church 722 5035

5050 Westwood Christian Church 262 1308

## 51ST ST INTERSECTS

5123 Vacant

## W 51ST TER INTERSECTS



-

**RAINBOW BLVD 1986**

4820 Westwood Animal Hosp animal hosp  
362-2512

4824 Office Equipment Inc business  
machines 831-0170

4830 Fisca Oil Co Inc gas inc 236-7000  
W 49TH INTERSECTS

4920 Vacant

4940 Meier Max R ☉ 722-4097  
49 TER INTERSECTS

4950★Megahee L C 831-3480

4956 Johnson Jennifer A ☉

4958 Swatzell Robt E ☉ 677-1840  
50TH ST INTERSECTS

5035 Westwood Lutheran Church 722-5035  
Dodd Thos H Rev 432-5679

5050 Westwood Christian Church 262-1308  
51ST ST INTERSECTS

5123 Bard Melvern O ☉ 722-4805  
W 51ST TER INTERSECTS  
JOHNSON DR INTERSECTS

---



**RAINBOW BLVD 1981**

4801 Avery Wm E Westwood Insurance  
 Agency 831-0400  
 Schwindler Brokerage Co 262-0870  
 4805 Vacant  
 4807★Simms M 677-5879  
 Bsmt Vacant  
 4807½ Vacant  
 4809★Craig Tracy 384-9721  
 4812 Johnson Upholstery Inc 432-1800  
 48TH TER INTERSECTS  
 4820 Rainbow Skelly Service 722-2223  
 Crabtree Francis Liquor Store  
 722-2223  
 4824 Office Equipment Inc 831-0170  
 4830 Fisca Oil Co Inc gas sta 236-7000  
 W 49TH INTERSECTS  
 4920 Weibrecht Roger G 262-0156  
 4940 Meier Max R © 722-4097  
 49 TER INTERSECTS  
 4950 Jackson Steve 236-4106  
 4956 Johnson J A  
 4958 Swatzell Jack C © 236-9367  
 50TH ST INTERSECTS  
 5035 Westwood Lutheran Church 722-5035  
 Dodd Thos H 432-5679  
 5050 Westwood Christian Church 262-1308  
 51ST ST INTERSECTS  
 5123 Bard Melvern O © 722-4805  
 W 51ST TER INTERSECTS  
 JOHNSON DR INTERSECTS

---

**RAINBOW BLVD 1977**

**W 48TH ST TER INTERSECTS**

**4812 Johnson Upholstery 432-1800**

**4820 Rainbow Skelly Service 722-9746**

**4824 Infant Development Center &  
Preschool 831-0060**

**4830 Fisca Oil Co Inc gas sta 236-7000**

**W 49TH INTERSECTS**



**RAINBOW BLVD 1977**

**4920 Weibrecht Roger G 262-0156**

**4940 Meier Max R © 722-4097**

**4950 Sieve Leo G © 236-4781**

**4956★Ellison Keith M 262-7328**

**4958 Swatzell Jack C © 236-9367**

**5035 Westwood Lutheran Church 722-5035**

**Wagner James L 432-2080**

**5050 Westwood Christian Church 262-1308**

**5123 Bard Melvern O © 722-4805**

**W 51ST INTERSECTS**

**JOHNSON DR INTERSECTS**

## RAINBOW BLVD 1972

4805 ★ Crockett James E 362-3732  
 4807 ★ Melvin Joan 362-1117  
 Bsmt ★ Hubbard Joe  
 4807 ½ ★ Mathews Ken  
 4809 Hord Roger L 432-8710  
 4809 ½ Hutchings Dorothy Mrs 236-9609  
 W 48TH ST TER INTERSECTS  
 4812 Johnson Upholstery 432-1800  
 4820 Rainbow Skelly Service 722-9746  
 4824 Borden Foods Co food broker 236-4422  
 Seavey & Flarsheim Brokerage Co  
 food broker 236-7504  
 4830 Fisca Oil Co Inc gas sta 236-7000  
 W 49TH INTERSECTS  
 4920 ★ Hooser Joan 432-4391  
 4940 Meier Max R © 722-4097  
 4950 Sieve Leo G © 236-4781  
 4958 Swatzell Jack C © 236-9367  
 5035 Westwood Lutheran Church 722-5035  
 Rear Franzen Norman N Rev 362-7630  
 5050 Westwood Christian Church 262-1308  
 5123 Bard Melvern O © 722-4805  
 W 51ST INTERSECTS  
 JOHNSON DR INTERSECTS



## RAINBOW BLVD 1968

4807 NO RETURN  
 BSMT NO RETURN  
 4807½ NO RETURN  
 4809 CRNIC WM R RA2-5492  
 4809½ HORD ROGER L  
 ---W 48TH ST TER INTERSECTS  
 4812 JOHNSON UPHOLSTERY HE2-1800  
 4820 RAINBOW SKELLY SERVICE  
 RA2-9746  
 4824 SEAVEY & FLARSHEIM BROKERAGE  
 CO FOOD BROKER AD6-7504  
 4830 FISCA OIL CO INC GAS STA  
 AD6-8660  
 ---W 49TH INTERSECTS  
 4920 WITTLINGER FREDK CO2-1831  
 4940 MEIER MAX R ● RA2-5781  
 4950 SIEVE LEO G ● AD6-4781  
 4956 GULLEY LOUISE MRS AD6-6544  
 4958 SWATZELL JACK C ● AD6-9367  
 5010 ELLIS FRED D ● RA2-3153  
 5035 WESTWOOD LUTHERAN CHURCH  
 RA2-5035  
 REAR FRANZEN NORMAN W REV RA2-6320  
 5050 WESTWOOD CHRISTIAN CHURCH  
 CO2-1308  
 5123 BARD MELVERN D ● RA2-4805  
 ---W 51ST INTERSECTS  
 5145 NO RETURN  
 5150 MILROY MICHL HE2-0839  
 5154 EISENHOWER D HE2-4995  
 ---JOHNSON DR INTERSECTS

**RAINBOW BLVD 1963**

4803 Stevens Melvin S ☉ SK1-0496  
     Jeys Vernon SK1-2480  
 4804 Beck Joseph P  
 4805 Meinert Robt E SK1-0993  
 bsmt Peterson Steve Rev KE2-0077  
 rear Palmer Marjorie SK1-1722  
     Richert Fern SK1-1722  
 4807 Stadler Larry A  
 bsmt Blume Darrell  
 4807 ½ No Return  
 4809 Altis James P SK1-3766  
 4809 ½ Lewis Richd L SK1-4370  
**W 48th Street ter intersects**  
 4810 Olds Donald ☉  
 4812 Marshall's of Kansas City furn  
     KE2-1855  
 4820 Rainbow Skelly Serv gas sta  
     KE2-0089  
 4824 No Return  
**W 49th intersects**  
 4920 Scoles Robt G SK1-1605  
 4940 Meier Max R ☉ SK1-0781  
 4950 Sieve Leo G ☉ SK1-7181  
 4956 Stadler Mary E SK1-0549  
 4958 Swatzell Jack C ☉ SK1-1367  
 5000 Hutchings Frank E ☉ trucking  
     SK1-1398  
 5010 Ellis Fred D ☉ SK1-3153  
 5035 Westwood Luth Ch SK1-1320  
 rear Jensen Gilbert A Rev SK1-1320  
 5050 Westwood Christian Ch SK1-1308  
**W 51st intersects**  
 5123 Bard Melvern O ☉ SK1-2815  
 5145 Smirnoff Vadin  
 5150 Kavanaugh Patk L SK1-4815  
 5154 Vacant  
 5156 Hugi Fred J ☉ SK1-1726  
 5158 Gough Joe D TA2-6927  
**Johnson dr intersects**

11





816-221-1000 MAIN  
816-221-1018 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS  
WICHITA  
OMAHA | LINCOLN

April 9, 2014

City of Westwood, Kansas  
Westwood, Kansas

Security Bank of Kansas City  
Kansas City, Kansas

Re: Taxable Lease Purchase Agreement dated as of April 1, 2014 (the "Lease"), between Security Bank of Kansas City, as lessor (the "Bank"), and the City of Westwood, Kansas, as lessee (the "City")

Ladies and Gentlemen:

As counsel to the City, we have examined (a) the above-referenced Lease; and (b) the Site Lease dated as of April 1, 2014 (the "Site Lease"), between the City, as site lessor, and the Bank, as site lessee (together, the "Lease Documents"), and such other opinions, documents and matters of law, as we have deemed necessary in connection with the Lease. Based on the foregoing, we are of the following opinions under existing law:

1. The City is a duly organized political subdivision of the State of Kansas.
2. The City has the requisite power and authority to acquire the Project (as defined in the Lease) and to execute and deliver the Lease Documents and to perform its obligations thereunder. The Lease Documents have been duly authorized, approved and executed by and on behalf of the City, and the Lease Documents constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms.

The above opinion is for the sole benefit of the addressees above. We have not been engaged or undertaken to review any State of Kansas or federal tax matters related to the Lease or the transaction contemplated thereby.

The rights of the Bank and the enforceability of the Lease may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

12

**RECORDING MEMORANDUM**  
**RELATING TO**  
**\$425,000**  
**TAXABLE LEASE PURCHASE AGREEMENT**  
**DATED AS OF APRIL 1, 2014, BETWEEN**  
**SECURITY BANK OF KANSAS CITY, AS LESSOR**  
**AND THE**  
**CITY OF WESTWOOD, KANSAS, AS LESSEE**

Closing Date: April 9, 2014

**Real Estate Recordings**

The following documents were recorded in the Office of the Register of Deeds of Johnson County, Kansas, as follows:

<b><u>Document</u></b>	<b><u>Date</u></b>	<b><u>Recording Information</u></b>
1. Corporation Warranty Deed	04/10/2014	20140410-0002898 (Lots 13 and 14)
2. Corporation Warranty Deed	04/10/2014	20140410-0002900 (Lot 12)
3. Corporation Warranty Deed	04/10/2014	20140410-0002902 (Lot 8)
4. Memorandum of Site Lease	04/10/2014	20140410-0002904
3. Memorandum of Taxable Lease Purchase Agreement	04/10/2014	20140410-0002905

# # #

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**THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT**

**between**

**SECURITY BANK OF KANSAS CITY**

**and**

**CITY OF WESTWOOD, KANSAS**

**Dated as of January 1, 2023**

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### THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT

**THIS THIRD AMENDED TAXABLE LEASE PURCHASE AGREEMENT** (the “Third Amended Lease”), dated as of January 1, 2023, is entered into between **SECURITY BANK OF KANSAS CITY**, a state banking corporation organized and existing under the laws of the State of Kansas (the “Lessor”), and the **CITY OF WESTWOOD, KANSAS**, a City of the third class duly created, organized and existing under the laws of the State of Kansas (the “Lessee”), amending and supplementing the Taxable Lease Purchase Agreement dated as of April 1, 2014, between the Lessor and the Lessee, as previously amended and supplemented (collectively, the “Original Lease”).

#### WITNESSETH:

**WHEREAS**, the Lessee and the Lessor have entered into a Site Lease dated as of April 1, 2014 (the “Site Lease”), pursuant to which the Lessee has leased to the Lessor certain real property (the “Real Property”) as described on **Schedule 1** hereto; and

**WHEREAS**, the Lessee and the Lessor have entered into the Original Lease, pursuant to which the Lessor has leased the Real Property to the Lessee, subject to the terms and conditions and for the purposes set forth in the Original Lease; and

**WHEREAS**, the Lessor desires to continue to lease the Real Property to the Lessee, all subject to the terms and conditions and for the purposes set forth in the Original Lease, as amended and supplemented by this Third Amended Lease; and

**WHEREAS**, the Lessee is authorized under the constitution and laws of the State of Kansas to enter into this Third Amended Lease for the purposes set forth herein; and

**NOW, THEREFORE**, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows.

#### ARTICLE I

#### DEFINITIONS

**Section 1.01. Definitions.** Unless the context otherwise specifically requires or indicates to the contrary, all capitalized words and terms used in this Third Amended Lease shall have the meanings set forth in **Section 1.1** of the Original Lease, except provided that the following terms are hereby amended to have the following meanings:

“**Lease**” means the Original Lease, as amended and supplemented by this Third Amended Lease.

“**Lease Term**” means April 1, 2014 to February 1, 2026.

“**Original Lease**” means the Taxable Lease Purchase Agreement, dated as of April 1, 2014, between the Lessor, as lessor, and the Lessee, as lessee, as amended and supplemented from time to time in accordance with its terms.

**“Third Amended Lease”** means this Third Amended Taxable Lease Purchase Agreement, dated as of January 1, 2023, between the Lessor, as lessor, and the Lessee, as lessee, as amended and supplemented from time to time in accordance with its terms and the terms of the Original Lease.

**Section 1.02. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, section, exhibit, schedule or appendix shall be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the words “including,” such listing is not intended to be a listing that excludes items not listed.

The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**Section 1.03. Execution of Counterparts.** This Third Amended Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

**Section 1.04. Severability.** If any provision of this Third Amended Lease shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Third Amended Lease contained shall not affect the remaining portions of this Third Amended Lease, or any part thereof.

**Section 1.05. Governing Law.** This Third Amended Lease shall be governed by and construed in accordance with the laws of the State of Kansas.

**ARTICLE II**  
**REPRESENTATIONS**

**Section 2.01. Representations of the Lessee.** The Lessee hereby ratifies and confirms the representations, warranties and covenants set forth in **Section 2.1** of the Original Lease, and in addition, makes the following representations as the basis for its undertakings herein:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter the Third Amended Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) The lease of the Project by Lessor to Lessee, as provided in the Site Lease, the Original Lease, and this Third Amended Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project.

(c) Lessee has duly authorized the execution and delivery of this Third Amended Lease by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Third Amended Lease.

(d) Neither the execution and delivery of this Third Amended Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound.

(e) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into this Third Amended Lease or the validity or enforceability thereof or which, if adversely determined, would adversely affect the transactions contemplated by this Third Amended Lease or the interest of Lessor or its assigns under this Third Amended Lease.

(f) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Site Lease, the Original Lease, and this Third Amended Lease.

(g) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(h) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due, and such funds have not been expended for other purposes.

(i) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(j) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to this Third Amended Lease or the transactions contemplated therein.

(k) During the Lease Term, the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(l) The capital cost that would be required to purchase the Project if paid for by cash would be \$425,000.

(m) The annual average effective interest cost of this Lease is 7.00% per annum as set forth on **Exhibit A**.

(n) No amount is included in Rental Payments (assuming continuation of this Lease through the Maximum Lease Term) for service, maintenance, insurance and other charges exclusive of capital cost and interest.

### ARTICLE III

#### AMENDMENTS TO THE ORIGINAL LEASE

**Section 3.01. Amendment to Exhibit A of Original Lease.** The schedule of Rental Payments set forth in **Exhibit A** to the Original Lease is hereby deleted and the schedule set forth in **Exhibit A** hereto is hereby substituted in lieu thereof.

### ARTICLE IV

#### MISCELLANEOUS

**Section 4.01. Effect of this Third Amended Lease.** The provisions of the Original Lease, including without limitation the representations, warranties and covenants included therein, are hereby ratified and confirmed as hereby modified and amended, and the respective rights, duties and obligations under the Lease of the Lessee and the Lessor shall hereafter be determined, exercised and enforced under the Lease subject in all respects to such modification and amendment, and the terms and conditions of this Third Amended Lease shall be deemed to be part of the terms and conditions of the Original Lease for any and all purposes.

**Section 4.02. Binding Effect.** This Third Amended Lease shall inure to the benefit of and shall be binding upon the Lessor and the Lessee and their respective successors and assigns.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Third Amended Lease to be executed in their names by their duly authorized representatives as of the date first above written.

SECURITY BANK OF KANSAS CITY, as Lessor

By: [Signature]  
Name: Brandon Moeller  
Title: Assistant Vice President

ACKNOWLEDGMENT

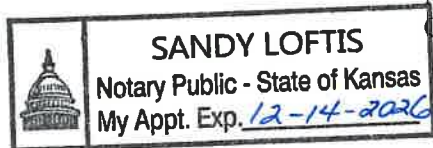
STATE OF KANSAS )  
 ) SS.  
COUNTY OF WYANDOTTE )

On this 17<sup>th</sup> day of January, 2023, before me, the undersigned, a Notary Public, appeared Brandon Moeller, who being before me duly sworn did say that he is a Assistant Vice President of SECURITY BANK OF KANSAS CITY, a state banking corporation organized under the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the seal of said Bank, and that said instrument was signed and sealed on behalf of said Bank by authority of its Board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[Signature]  
Printed Name: Sandy Loftis

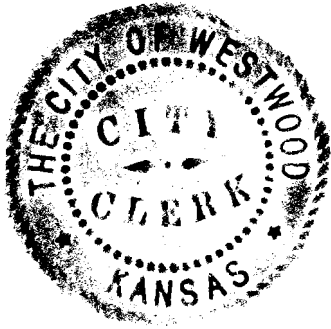
Notary Public in and for said State  
Commissioned in Wyandotte County



(SEAL)

My commission expires:





(SEAL)

CITY OF WESTWOOD, KANSAS, as Lessee

By: *David E. Waters*  
David E. Waters, Mayor

ATTEST:

*Leslie Herring*  
Leslie Herring, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS            )  
  ) SS.  
COUNTY OF JOHNSON        )

On this 18<sup>th</sup> day of January, 2023, before me, the undersigned, a Notary Public, appeared David E. Waters, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF WESTWOOD, KANSAS**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Kansas, and that the seal affixed to the foregoing instrument is the corporate seal of said Lessee, and that said instrument was signed and sealed in behalf of said Lessee by authority of its Governing Body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Lessee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

*Abby Lynne Schneweis*  
Printed Name: Abby Lynne Schneweis

Notary Public in and for said State  
Commissioned in Johnson County

(SEAL)



My commission expires: January 19, 2025

## SCHEDULE 1

### REAL PROPERTY

Tract I:

Lots 13 and 14, Block 1, KLASSEN PLACE, a subdivision in Johnson County, Kansas.

Tract II:

All that part of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas described as follows: Beginning at the Northeast corner of said Lot 12; thence Southeasterly, along the Easterly line of said Lot 12, to the Southeast corner thereof; thence Southwesterly, along the Southerly line of said Lot 12, a distance of 16.87 feet; thence Northwesterly, to the Point of Beginning.

Tract III:

East 286.58 feet of the North one-half of Lot Eight (8), HOLMESLAND, a subdivision in Johnson County, Kansas, the Easterly 23 feet thereof being subject to rights of the State Highway Commission under condemnation for road purposes;

EXCEPT All that part of the East 286.58 feet of the North half of Lot 8, HOLMESLAND, a subdivision of land in Johnson County, Kansas, more particularly described as follows: Beginning at a point on the North line and 286.58 feet West of the Northeast corner of said Lot 8; thence South, along a line 286.58 feet West of and parallel to the East line of said Lot 8, a distance of 165.39 feet, to the South line of the North half of said Lot 8; thence East, along the South line of the North half of said Lot 8, a distance of 1.28 feet, to the Northeast corner of Lot 12, Block 1, KLASSEN PLACE, a subdivision of land in Johnson County, Kansas; thence Northeasterly, to a point on the North line and 271.28 feet West of the Northeast corner of said Lot 8; thence West, along the North line of said Lot 8, a distance of 15.30 feet, to the Point of Beginning.

## EXHIBIT A

SCHEDULE OF BASIC RENT PAYMENTS

<u>Rental Payment Date</u>	<u>Total Rental Payment</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Purchase Price</u>
4/9/2014		--		\$425,000.00
8/1/2014	\$5,222.78	--	\$5,222.78	425,000.00
2/1/2015	8,393.75	--	8,393.75	425,000.00
8/1/2015	8,393.75	--	8,393.75	425,000.00
2/1/2016	8,393.75	--	8,393.75	425,000.00
8/1/2016	8,393.75	--	8,393.75	425,000.00
2/1/2017	8,393.75	--	8,393.75	425,000.00
8/1/2017	8,393.75	--	8,393.75	425,000.00
2/1/2018	8,393.75	--	8,393.75	425,000.00
8/1/2018	8,393.75	--	8,393.75	425,000.00
2/1/2019	8,393.75	--	8,393.75	425,000.00
8/1/2019	8,393.75	--	8,393.75	425,000.00
2/1/2020	108,393.75	\$100,000.00	8,393.75	325,000.00
8/1/2020	6,418.75	--	6,418.75	325,000.00
2/1/2021	6,418.75	--	6,418.75	325,000.00
8/1/2021	6,418.75	--	6,418.75	325,000.00
2/1/2022	6,418.75	--	6,418.75	325,000.00
8/1/2022	6,418.75	--	6,418.75	325,000.00
2/1/2023	56,418.75	50,000.00	6,418.75	275,000.00
8/1/2023	9,625.00	--	9,625.00	275,000.00
2/1/2024	9,625.00	--	9,625.00	275,000.00
8/1/2024	9,625.00	--	9,625.00	275,000.00
2/1/2025	9,625.00	--	9,625.00	275,000.00
8/1/2025	9,625.00	--	9,625.00	275,000.00
2/1/2026	284,625.00	275,000.00	9,625.00	--

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between **K-FRANS LLC**, a Missouri limited liability company (“Donor”); and **THE CITY OF WESTWOOD, KANSAS**, a political subdivision of the State of Kansas (“Westwood”),

### W-I-T-N-E-S-S-E-T-H:

WHEREAS, Donor and its related entities own and have developed or redeveloped office, retail, mixed-use and industrial developments in various locations in Johnson County, Kansas including in the municipalities of Mission Woods, Prairie Village, Overland Park, Merriam, Lenexa and Olathe; and

WHEREAS, Shawnee Mission Unified School District No. 512 (the “School District”) owns a parcel of land located at 2511 West 50<sup>th</sup> Street, Westwood, Kansas (the “School District North Parcel”) comprising 4.49 acres of land; and

WHEREAS, the School District owns a parcel of land located immediately south of the School District North Parcel (the “School District South Parcel”, and together with the School District North Parcel, the “School District Land”) comprising .4823 acres of land; and

WHEREAS, the School District owns and operates Rushton Elementary School (including all buildings and other improvements, the “Rushton School”) located on the School District Land; and

WHEREAS, Westwood wishes to create a public park (the “City Park”) on a portion of the School District Land, and the creation of the City Park would require, among other things, the acquisition of the School District Land (the “Land Acquisition”) and the demolition of the Rushton School, which demolition shall include demolition of the school building, playground and parking lot serving the school, finishing the demolished portions of the site to a rough grade and seeded, (the “School Demolition”); and

WHEREAS, it is understood that Westwood’s cost of the Land Acquisition will be Two Million Six Hundred Fifty Thousand (\$2,650,000.00) Dollars (the “Land Acquisition Cost”) and that the cost of the School Demolition will be approximately Three Hundred Fifty Thousand (\$350,000.00) Dollars (the “School Demolition Cost”, and together with the Land Acquisition Cost, the “Park Creation Costs” with the exact amount of the School Demolition Cost and the attendant donation to be determined by the contract letting for the School Demolition work); and

WHEREAS, Westwood does not possess the funds to pay either the Land Acquisition Cost or the Demolition Cost; and

WHEREAS, Donor, as a corporate citizen of the Greater Kansas City area, wishes to assist Westwood in creating the City Park; and

WHEREAS, Donor wishes to donate, to Westwood, an amount equal to the Park Creation Costs in order to enable Westwood to create the City Park, all on the terms and conditions set forth herein.

NOW, THEREFORE, Donor and Westwood hereby agree as follows.

1. **Donations.** Donor agrees to make two donations (each is a “Donation”, and together, the “Donations”) to Westwood in an aggregate amount equal to the Park Creation Costs. The Donations shall be made in two installments, which are **(a)** the “Land Acquisition Donation”, in the amount of the Land Acquisition Cost; and **(b)** the “School Demolition Donation”, in the amount of the School Demolition Cost.
2. **Donations Timing.** Donor agrees to make the Donations as follows:
  - 2.1 On or before November 21, 2023 (which is the fourteenth (14<sup>th</sup>) day prior to the expiration of the Due Diligence Period as defined in the Real Estate Purchase Agreement between Westwood and the School District dated June 8, 2023 (“SMSD Agreement”), Donor will make the Land Acquisition Donation.
  - 2.2 Provided that Westwood has acquired the School District Land, then on or before the date on which Westwood commences the School Demolition (which date is anticipated to be on or about August 1, 2024), Donor will make the School Demolition Donation.
3. **Execution of the Donations.** Donor may accomplish the purposes of this Agreement by funding the Donations to Westwood directly or indirectly as provided herein. Accordingly (as the circumstances require), Donor shall make **(a)** the Land Acquisition Donation by wire transfer either directly to Westwood or to the escrow agent handling Westwood’s purchase of the School District Land; and **(b)** the School Demolition Donation by wire transfer either directly to Westwood or to the escrow agent, selected by Donors and Westwood, which will make periodic disbursements to Westwood’s demolition contractor, immediately upon



Westwood's commencement, by a demolition contractor which is reasonably acceptable to Donors (the "Demolition Contractor"), of the School Demolition.

**4. Restricted Uses; Means; Return of Donations.**

- 4.1** Donor intends that the Donations shall be used strictly and exclusively for the purposes set forth in this Agreement, and Westwood agrees to such restrictions. It is of the essence of Donor's promise to make the Donations that the Donations shall be used only to fund the Park Creation Costs.
- 4.2** In the event that Westwood has not, on or before February 22, 2024 (the "School Land Acquisition Deadline"), acquired the School District Land, then Donors' agreement, contained in this Agreement, to make the Donations shall be, at Donor's election (by notice to Westwood) deemed void and of no effect.
- 4.3** In the event that Westwood has not, on or before the School Land Acquisition Deadline, acquired the School District Land but Donor has already made the Land Acquisition Donation, then Westwood shall, immediately upon Donor's request, refund the Land Acquisition Donation to Donor.
- 4.4** In the event that Westwood does acquire the School District Land but has not, on or before September 1, 2024, commenced the School Demolition but Donor has already made the School Demolition Donation, then Westwood shall immediately upon Donor's request refund the School Demolition Donation to Donor. For purposes of this paragraph, commencement of the School Demolition shall be deemed to have occurred by the accomplishment of all of the following: **(a)** Westwood's award of a contract, for the School Demolition, to the Demolition Contractor; **(b)** Westwood's issuance, to the Demolition Contractor, of all permits necessary for the School Demolition and **(c)** Westwood's issuance, to the Demolition Contractor (with a contemporaneous copy to Donor), of a notice to proceed with the School Demolition.

**5. Declaration of Covenants and Restrictions.**

- 5.1** Westwood shall, as a condition to Donor's funding the Land Acquisition Costs, and immediately following the recordation of the deed, from the School District to Westwood, for the School District Land, execute, acknowledge and record in the Office of the Johnson County, Kansas

Register of Deeds the Declaration of Covenants and Restrictions annexed hereto as **Exhibit "A"** and made a part hereof (the "Declaration"). The Declaration, by its terms, restricts the use of the Park Property (as defined in the Declaration) for the use, by Westwood, and for the term of years as set forth in the Declaration, as the City Park.

- 5.2** Donor expressly agrees that Westwood may sell or lease the remaining portion of the School District Land (the "Development Property") in connection with the development of the Development Property and of adjacent lands now owned by Westwood.
- 5.3** The Declaration, by its terms, shall be a "covenant running with the land" as to the Park Property and shall be specifically enforceable by Donor or by Donor's designee or assignee, all as provided in the Declaration.

**6. Westwood's Representations, Warranties and Certain Covenants.** Westwood represents and warrants to Donor, and covenants with Donor, as follows:

- 6.1** Westwood is a political subdivision, duly organized, validly existing and in good standing as a City of the Third Class under the laws of the State of Kansas.
- 6.2** All necessary action has been taken by Westwood with respect to the execution and delivery of this Agreement.
- 6.3** The person executing this Agreement on behalf of Westwood is duly authorized to execute and deliver this Agreement, and Westwood intends to be bound by this Agreement's terms and conditions.
- 6.4** This Agreement has been executed and delivered on behalf of Westwood and constitutes Westwood's valid and binding agreement, enforceable in accordance with its terms, and there are no consents of (or notices to) any third party required for the undertaking and consummation, by Westwood, of its receipt, acceptance or use of the Donations, all on the terms and conditions set forth herein.
- 6.5** Westwood's use of the Donations is and shall be solely and exclusively for public purposes and uses and not for any private purpose or use.

7. **Notices.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by restricted or certified or express United States mail, postage prepaid, or delivered by hand (including by any national recognized overnight delivery service or otherwise), and addressed as follows:

To Westwood:

City of Westwood, Kansas  
Attn: Mayor  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.  
707 Minnesota Avenue, 4<sup>th</sup> Floor  
P.O. Box 171300  
Kansas City, Kansas 66117-1300

To Donor:

c/o Karbank Real Estate Company LLC  
2000 Shawnee Mission Parkway, Suite 400  
Mission Woods, Kansas 66205  
Attention: Adam Feldman, Esquire

With a copy to:

c/o Karbank Real Estate Company LLC  
2000 Shawnee Mission Parkway, Suite 400  
Mission Woods, Kansas 66205  
Attention: Neil D. Karbank, Esquire

Each party may specify that notice be addressed to any other person or address by giving to the other parties ten (10) days prior written notice thereof.

**8. Further Assurances; Donation Acknowledgement; Time of Essence.**

- 8.1** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Donor and Westwood, each agrees to perform, execute and/or deliver any and all such further acts, deeds and assurances as may be reasonably required to assist or consummate the transactions contemplated hereby.
- 8.2** Westwood shall, concurrently with Donor's making of all or part of the Donations, cause the acknowledgment form annexed hereto as **Exhibit "B"** (each a "Donation Acknowledgement") to be executed and delivered, by Westwood to and for the benefit of each Donor which has made such portion of the Donations. Each Donation Acknowledgement shall contain:
- Donor's name
  - Westwood's name
  - Westwood's tax identification number
  - Confirmation that Westwood is a municipal corporation organized under Kansas law
  - The amount of that portion of the Donations made by a Donor and received Westwood (or by Westwood's designee as provided herein)
  - A statement that no goods or services were provided by the organization in exchange for or in connection with such Donation and that such Donation is strictly for a public purpose.
- 8.3** Time shall be of the essence as to Donor's and Westwood's obligations hereunder.

**9. Successors and Assigns; Irrevocable Promises; Westwood's Reliance.**

- 9.1** This Agreement shall bind and inure to the benefit of Donor and to Westwood.
- 9.2** Donors acknowledges that **(a)** its promises to make the Donations provided herein are irrevocable except as to the conditions set forth herein and that **(b)** Westwood is relying upon Donor's promises to make the Donations to Westwood, subject, however, to the terms and conditions set forth herein.

## 10. Miscellaneous.

- 10.1 Incorporation of Recitals.** The recitals contained in the introduction to this Agreement are intended to provide the factual context for this Agreement and for the parties' respective performances hereunder.
- 10.2 Entire Agreement; Amendment; Severability.** This Agreement embodies the entire agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by the parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.
- 10.3 Cumulative Rights; No Waiver.** The rights and remedies of each party hereto, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party hereto of any breach or breaches, default or defaults by the other party hereto shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- 10.4 Applicable Law and Venue; Attorneys' Fees and Costs.** This Agreement shall be deemed to be entered into in the State of Kansas, and shall be construed in accordance with the local laws of the State of Kansas. The sole and exclusive venue for any legal action based upon or in any way relying upon this Agreement shall be in the District Court of Johnson County, Kansas. This Agreement shall be enforceable by one or more actions for damages or for specific performance, in which event the bond required for any action for injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash. In the event of litigation seeking the enforcement or interpretation of this Agreement, the party prevailing in litigation shall be entitled to receive from the non-prevailing party or parties the prevailing party's or parties' reasonable attorneys' fees and costs for such enforcement or interpretation.



**10.5 Counterparts.** This Agreement may be executed in several counterparts (including by facsimile or electronic signatures), each of which is deemed an original. Such counterparts shall, taken together, constitute but one and the same instrument.

*[signatures commence on following page]*

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

**K-FRANS LLC**

**By:** \_\_\_\_\_  
Adam Feldman, an Authorized Representative

**CITY OF WESTWOOD, KANSAS**

**By:** \_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Abby Schneweis, City Clerk

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Ryan Denk, City Attorney

**Table of Exhibits**

- Exhibit A: Declaration of Perpetual Covenants and Restrictions
- Exhibit B: Donation Acknowledgment Form

**WESTWOOD CITY PARK**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS** (this “Declaration”) is granted as of January 4, 2024 by **THE CITY OF WESTWOOD, KANSAS**, a political subdivision of the State of Kansas (“Declarant”), for the benefit of **K-FRANS LLC**, a Missouri limited liability company (“Beneficiary”),

**W-I-T-N-E-S-S-E-T-H:**

WHEREAS, Declarant will, exclusively using cash donations (the “Land Acquisition Donations”), made by Beneficiary to Declarant, acquire title to that certain real property located in the City of Westwood, Johnson County, Kansas which is legally described as, or is intended to be platted as legally described on **Exhibit “A”** annexed hereto and made a part hereof

(the “Park Property”); and

WHEREAS, once Declarant has acquired the Park Property, Declarant will, again exclusively using cash donations (the “School Demolition Donations,” and, together with the Land Acquisition Donations, the “Park Creation Donations”), made by Beneficiary to Declarant, demolish existing improvements located on the Park Property; and

WHEREAS, as a condition of and in accordance with the intent of the Park Creation Donations, Declarant has agreed to create a municipal park on the Park Property (the “City Park”) and to restrict the use of the Park Property, as provided herein; and

WHEREAS, reference is hereby made to that certain real property located in the City of Westwood, Johnson County, Kansas, located adjacent and to the east of the Park Property, which is legally described as, or is intended to be platted as legally described on **Exhibit “B”** annexed hereto and made a part hereof (the “Development Property”).

*NOW THEREFORE*, in consideration of Declarant’s receipt of the benefits of the Park Creation Donations, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees that the Park Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof, and all of the restrictions and covenants contained herein are collectively the “Restrictions”.
  
2. **Restricted Uses.**
  - 2.1 During the term of this Declaration (the “Term”, as described in Section 4.2 hereof), the Park Property shall be used only as a municipal park and related purposes thereto or therefor, including but not limited to parking and restroom facilities serving the City Park.
  
  - 2.2 The City Park’s uses shall be limited to those park purposes, including hours of operation, as defined by the policies, rules and regulations, ordinances and code of Declarant or of any municipal corporation or governmental agency (including, by way of example only, Johnson County, Kansas, or the Johnson County, Kansas, Park and Recreation District) that is a successor-in-interest to Declarant.
  
  - 2.3 Notwithstanding the provisions of Section 2.2 hereof, Declarant agrees that the uses and hours of operation of the City Park shall be reasonably restricted in order not to be unreasonably burdensome on or noxious to the Development Property and its customers and tenants. For the purpose of this Section 2.3, a “noxious” use shall include (without limitation) **(a)** amplified music during the hours of 6 AM through 5:00 PM, Monday through Friday (with exception of any state of federally-recognized holiday or the day before or after a holiday if such date is used to celebrate such holiday), to the extent that such amplified music would violate the terms of any applicable noise ordinance or regulation of Declarant, and **(b)** overnight camping (except by youth groups or City sanctioned events having permits, issued by Declarant, specifically for such purpose and not to exceed one (1) day in duration); no other overnight camping shall be permitted. Declarant shall reasonably monitor and control the Park Property according to the foregoing.
  
  - 2.4 Attached hereto as **Exhibit “C”** is a drawing showing where parking, restroom and other facilities may be located. Declarant acknowledges and intends that such restrooms and parking areas are so located, in part, so that users of the City Park shall not utilize

the restrooms and other parking areas located on the Development Property as a substitute therefor, and Declarant acknowledges that the restroom facilities and other parking areas that are or will be located on the Development Property are solely for the use and enjoyment by the owner or owners of the Development Property and for their tenants and customers.

- 2.5** Notwithstanding anything to the contrary contained herein, nothing herein shall be deemed to preclude Declarant from granting (and Declarant shall grant) **(a)** for the benefit of the Development Property, permanent maintenance and construction easements along the eastern twenty (20) feet of the Park Property, as the Development Property owner or owners may request from time to time for access, to the Development Property, in order to access, repair, maintain and replace such improvements and landscaping as may be constructed on the Development Property from time to time, or **(b)** such other easements or rights-of-way as may be reasonably necessary for the provision of utilities or other infrastructure.
- 3. Maintenance, Repairs, Replacements, Cleaning and Policing; Further Assurances.**
- 3.1** By accepting the benefit of the Park Creation Donations, Declarant accepts the responsibility of grading and landscaping the Park Property and for creating and equipping the City Park and also, at Declarant's expense, of all of the responsibilities set forth in Sections 3.1.1 through 3.1.4 hereof, including without limitation:
- 3.1.1** Maintaining, repairing, and making replacements (as reasonably required) of all the City Park equipment and facilities (including without limitation all lawns and trees and gardens, playgrounds, pavilions, all equipment, parking areas, restroom facilities, and sport facilities).
- 3.1.2** Cleaning the City Park and all of its facilities and features (including without limitation by timely removing all trash from the City Park and its trash receptacles) and timely removing ice and snow from paths and walkways in the City Park.



- 3.1.3** Providing such police and other security and public safety personnel and apparatus as may be reasonably required for the City Park.
- 3.1.4** Instituting, maintaining and governing the City Park's uses, including by restricting scheduling, by imposing reasonable special usage fees and by limiting the City Park's hours and uses, so that the City Park's grounds, equipment and sanitation and parking facilities are not overly used, subject to waste or become a nuisance to the Development Property, its tenants or customers or to any residential neighbor of the City Park; provided, however, that in accordance with Kansas law, nothing in this Declaration shall be deemed to contractually require that Declarant take any legislative action.
- 3.2** In addition to the acts and deeds recited herein and contemplated to be performed by Declarant pursuant to this Declaration, Declarant agrees to take all such actions as may be required in order to create the City Park on or before July 1, 2027. Notwithstanding the foregoing, nothing herein shall obligate Declarant to construct any particular City Park amenities or grant to Beneficiary any prior rights of approval or rejection of any particular City Park layout or features.
- 4. Declaration Runs With the Land; Term; Third-Party Beneficiary; No Transfer by Declarant.**
- 4.1** This Declaration and all of the Restrictions, covenants and easements contained herein shall be deemed a "covenant running with the land" as to the Park Property, shall be binding upon Declarant's successors and assigns and shall be for the benefit of Beneficiary and its designees, successors and assigns.
- 4.2** The Term shall be forty-three (43) years from the date of the recording of this Declaration with the Register of Deeds for Johnson County, Kansas. Upon the expiration of the Term, the terms of this Declaration and the Restrictions contained herein shall no longer bind the Park Property.
- 4.3** During the Term, Declarant shall not transfer fee title to, or enter into any lease of any of the City Park or any of the lands comprising the City Park, except to the extent such transfer is required by operation

of law arising out of the merger, reorganization, or dissolution of the City of Westwood, Kansas. This provision shall not preclude Declarant from reserving certain City Park facilities for the exclusive use by members of the public in accordance with the policies, rules and regulations, ordinances and code of the City of Westwood, Kansas.

**5. Enforcement; Applicable Venue and Law; Attorneys' Fees and Costs.**

- 5.1** This Declaration and all of the Restrictions, covenants and easements contained herein may be enforced by Beneficiary or by its designees, successors and assigns by an action for injunctive relief or for damages (or both), and the sole and exclusive venue for any such action shall be the District Court for Johnson County, Kansas.
- 5.2** The bond required for any preliminary or temporary injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash, and no showing of irreparable harm shall be required for any such relief.
- 5.3** This Declaration is being executed and delivered in the State of Kansas and shall be construed in accordance with the local laws of the State of Kansas. In the event of litigation seeking the enforcement or interpretation of this Declaration or any of the Restrictions, covenants or easements contained herein, and to the extent permitted under applicable law, the party prevailing in litigation shall be entitled to receive from the non-prevailing party the prevailing party's reasonable attorneys' fees and costs for such enforcement or interpretation.
- 6. Notices.** Any notice, approval, request or consent required by or asked to be given under this Declaration shall be deemed to be given if in writing and mailed by restricted or certified or express United States mail, postage prepaid, or delivered by hand (including by any national recognized overnight delivery service or otherwise), and addressed as follows:

To Declarant:

City of Westwood, Kansas  
Attn: Mayor  
4700 Rainbow Boulevard  
Westwood, Kansas 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.  
707 Minnesota Avenue, 4<sup>th</sup> Floor  
P.O. Box 171300  
Kansas City, Kansas 66117-1300

To Beneficiary:

c/o Karbank Real Estate Company LLC  
2000 Shawnee Mission Parkway, Suite 400  
Mission Woods, Kansas 66205  
Attention: Adam Feldman, Esquire

With a copy to:

c/o Karbank Real Estate Company LLC  
2000 Shawnee Mission Parkway, Suite 400  
Mission Woods, Kansas 66205  
Attention: Neil D. Karbank, Esquire

Any party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**7. Successors and Assigns; Delegation of Enforcement Rights; Beneficiary's Preemptive Rights.**

**7.1** This Declaration shall bind Declarant and shall inure to the benefit of Beneficiary and its designees, successors and assigns. Beneficiary may from time to time delegate its enforcement rights hereunder to such person, persons, entity or entities which shall have the power to enforce such rights in the name of, and for the benefit of, Beneficiary and its successors or assigns.

- 7.2 Notwithstanding anything to the contrary contained herein, this Declaration shall be deemed to be void ab initio, and shall be deemed released from the Park Property, in the event that a building permit for at least one (1) building to be located on the Development Property shall not have been requested on or before December 31, 2025, such request to have been made in accordance with and in substantial compliance with all approved plans and other requirements applicable to the Development Property.
8. **Miscellaneous.**
- 8.1 **Entire Agreement; Severability.** This Declaration embodies the entire agreement between the parties hereto relative to the subject matter hereof, and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Declaration may be amended only by an instrument in writing signed on behalf of Declarant and Beneficiary. The invalidity or unenforceability of any term or provision of this Declaration or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Declaration, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.
- 8.2 **Cumulative Rights; No Waiver.** The rights and remedies of each party hereto, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Beneficiary or by any owner(s) of record of the Development Property of any breach or breaches, default or defaults by Declarant shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- 8.3 **Counterparts.** This Declaration may be executed in several counterparts (including by facsimile or electronic signatures), each of which is deemed an original. Such counterparts shall, taken together, constitute but one and the same instrument; provided, however, only the version of this Declaration that is actually recorded with the Register of Deeds for Johnson County, Kansas, shall bind

or inure to the benefit of Declarant, Beneficiary (and its designees) and their respective successors or assigns.

- 8.4 Estoppel.** Declarant shall, within ten (10) days of Beneficiary's request from time to time, execute, acknowledge and deliver an estoppel certificate (using a form furnished by Beneficiary) stating, if the same be true, that this Declaration is a true and exact copy of the agreement between the parties hereto and that there are no amendments hereof (or stating what the amendments are) that the same is then in full force and effect and that, to the best of Declarant's knowledge, there are no offsets, defense or counterclaims with respect to the performance of any terms, covenants and conditions hereof on the part of Beneficiary to be performed, and that as of such date, no default has been declared hereunder by Beneficiary or Declarant, and that Declarant has no knowledge of any facts or circumstances which it might reasonably believe would give rise to a default hereunder by Declarant or Beneficiary. Notwithstanding anything to the contrary contained herein, and without relieving Declarant of its obligations under this Section 8.4, Declarant's failure to timely execute, acknowledge and deliver to any Beneficiary such estoppel certificate within ten (10) days after written demand shall constitute the acknowledgment of Declarant that all matters set forth in such instrument are true and correct.
- 8.5 After-Acquired Lands.** In the event that Declarant shall acquire lands adjoining the Park Property (including without limitation lands now owned by the Joanne M. Gaar Trust and legally described on **Exhibit "D"** annexed hereto), then **(a)** this Declaration shall be deemed to spread to such lands and **(b)** such lands shall be bound by this Declaration and by all of its terms and conditions.

*[signatures commence on the following page]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Declaration to be executed as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

**K-FRANS LLC**

By: \_\_\_\_\_  
**Adam Feldman**, Authorized Representative

**Table of Exhibits**

- Exhibit A: Legal Description of the Park Property [TO COME]
- Exhibit B: Legal Description of the Development Property [TO COME]
- Exhibit C: Drawing of location of parking, restroom and other facilities [TO COME]
- Exhibit D: Legal Description of the Gaar Trust Property

\*\*\*\*\*

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **David E. Waters**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as the Mayor of City of Westwood, Kansas, a political subdivision of the State of Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_

Notary Public within and for said County and State  
My commission expires \_\_\_\_\_

\*\*\*\*\*

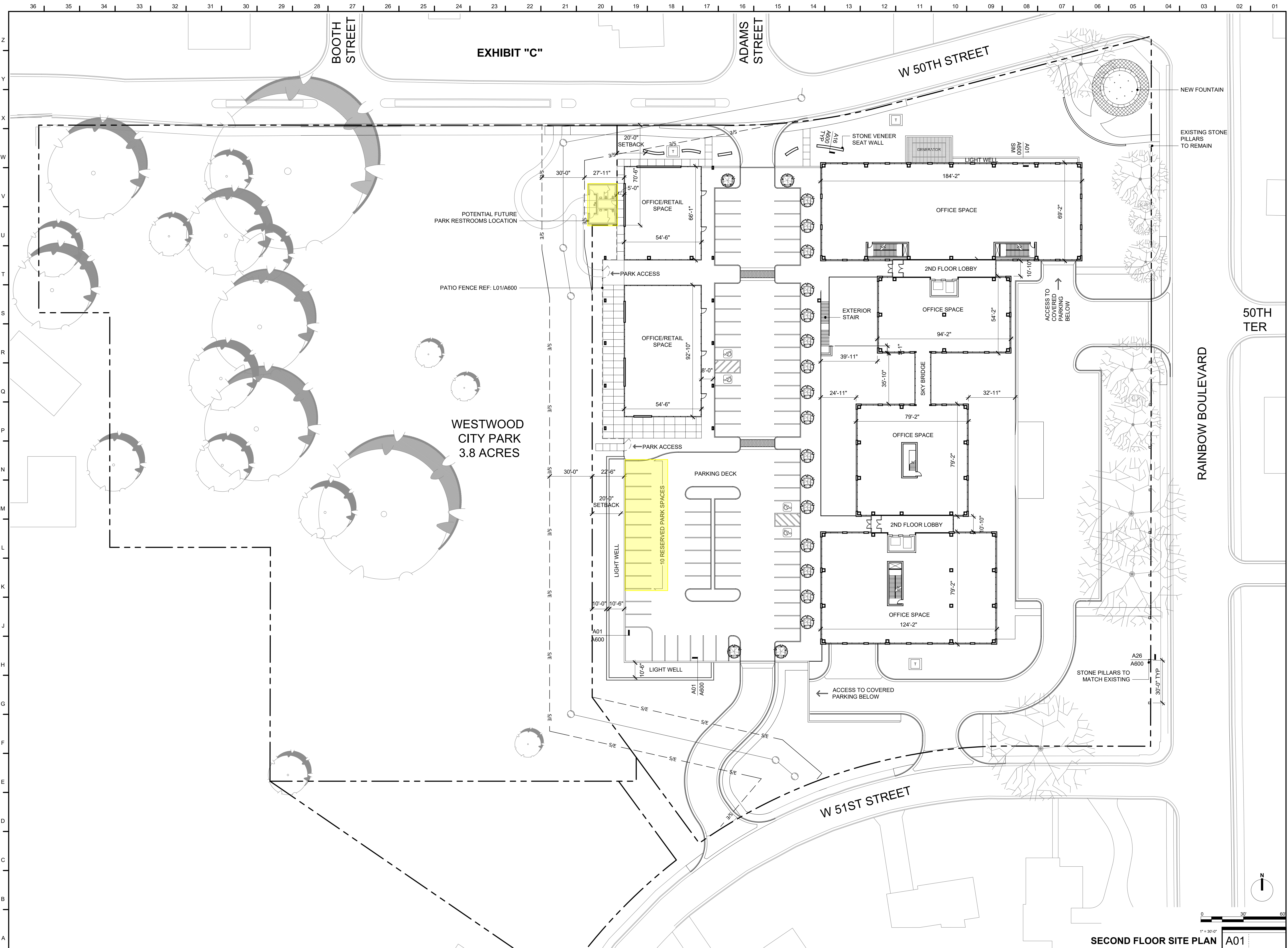
STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Adam Feldman, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as an Authorized Representative of K-Frans LLC, a Missouri limited liability company, as the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_

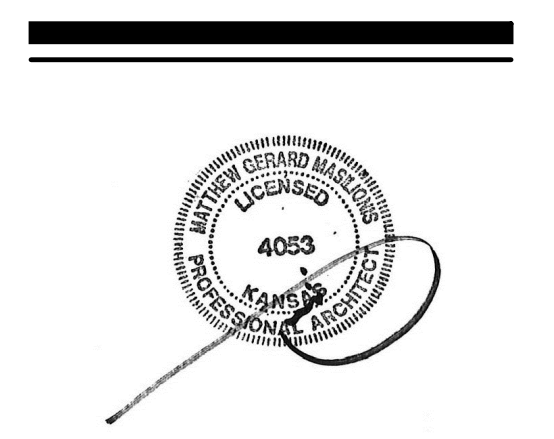
Notary Public within and for said County and State  
My commission expires \_\_\_\_\_



# Perspective

NO. 1830 + 3811 C311H09V

2000 SHAWNEE MISSION PKWY  
SUITE 100  
MISSION WOODS, KS 66205  
816 502 1500  
WWW.PAD.STUDIO



**MATTHEW MASILIONIS - ARCHITECT**  
KANSAS # 4053

I have prepared the drawings and assume responsibility for the sheets numbered with an "A" prefix for the project named below.

Other drawings and specifications attached for the above-mentioned project have been by and are the responsibility of the licensed engineer whose stamp and firm appear on that sheet.

The Architect is not responsible for the design of the mechanical, electrical, plumbing, civil, landscaping, structural, signage (not specified), fire sprinkler or fire suppression systems, and does not take responsibility for the compliance of these areas with the laws of the above governmental entities. The architect is not responsible for materials, components or equipment, as well as the method in which they are installed on the project by others. The architect is not liable or responsible for certification, during construction or upon completion of construction. The architect is not responsible for improper operation due to faulty installation or product failure during construction or after completion of construction when operation has begun by the landlord or tenant.

The licensed professional whose stamp appears on sheets other than those specifically noted above shall be responsible for those items in paragraph three.

CONSULTANT



PROJECT  
**50TH AND RAINBOW DEVELOPMENT**

WESTWOOD ST. & RAINBOW BLVD.  
WESTWOOD KS, 66205

MARK	DATE	DESCRIPTION

SHEET TITLE

**ARCHITECTURAL SITE PLAN**

PROJECT NUMBER  
2021073.000

SHEET AUTHOR  
K. MILLER

CHECKED BY  
M. PAXTON

DATE  
9.08.23

FDP SUBMITTAL

SHEET NUMBER  
**AS102**

## **FIRST RIGHTS AGREEMENT**

THIS AGREEMENT dated as of January 4, 2024 (this "Agreement"), among **THE CITY OF WESTWOOD, KANSAS**, a political subdivision of the State of Kansas ("Grantor") and **KARBANK HOLDINGS LLC**, a Delaware limited liability company ("Grantee"),

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Grantor owns certain real property located between 50<sup>th</sup> Street and 51<sup>st</sup> Street, west of Rainbow Boulevard and east of Belinder Avenue, (the "Park Property"), which is legally described in **Exhibit "A"** annexed hereto; and

WHEREAS, Grantee owns certain real property located between 50<sup>th</sup> Street and 51<sup>st</sup> Street, west of Rainbow Boulevard and east of Belinder Avenue, (the "Development Property"), which is legally described in **Exhibit "B"** annexed hereto and which adjoins the Park Property; and

WHEREAS, Grantor has subjected the Park Property to a Declaration of Covenants and Restrictions (the "Declaration") which restricts, for a period of forty-three (43) years (the "Restricted Period"), the Park Property to municipal park uses, all as set forth in the Declaration; and

WHEREAS, Grantee has requested that in the event that Grantor offers to sell or transfer or agrees to sell or transfer the Park Property for a period commencing on the date hereof and ending on the date which is twenty-five (25) years after the Restricted Period, Grantee shall have the continuing rights to purchase the Park Property, all on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

**1. Grant of The Negotiation Right and The Refusal Right.**

Grantor hereby grants to Grantee a continuing right of first negotiation (the "Negotiation Right") for the purchase of the Park Property as well as a continuing right of refusal (the "Refusal Right", and together with the Negotiation Right, the "First Rights") for the purchase of the Park Property all on and subject to the terms and conditions set forth herein. The "Park Property" shall be deemed to mean the Park Property or any part thereof.



## **2. Operation of The Negotiation Right.**

- 2.1** In the event that Grantor shall, at any time during the Restricted Period and for twenty-five (25) years thereafter (such period is, in the aggregate, the "First Rights Term"), elect to sell the Park Property, Grantor shall, by notice to Grantee (a "Sale Offer Notice"), communicate to Grantee the terms and conditions on which Grantor is willing to sell the Park Property. A Sale Offer Notice shall contain at least the proposed sale price for the Park Property; the form of payment therefor; the amount and form of any earnest money; the proposed closing date; true and complete copies of any encumbrances or interests to which the Park Property is subject; a current commitment for title insurance, concerning the Property, which has been issued by a reputable title company doing business in Johnson County, Kansas (together with copies of the recorded documents referenced therein), and an "as-built" survey of the Park Property that has been prepared, signed and sealed, within six (6) months year of the Sale Offer Notice's date, by a surveyor licensed in the State of Kansas.
- 2.2** Grantee shall thereafter have the exclusive right (the "Negotiation Right"), for a period of sixty (60) days from the date on which the Sale Offer Notice is delivered to Grantee (the "Sale Offer Period"), to negotiate the terms and conditions of the sale contained in the Sale Offer Notice. During the Sale Offer Period, Grantee and Grantor shall negotiate in good faith to agree on the terms and conditions of the sale of the Park Property to Grantee and shall undertake to enter into a definitive agreement for the sale of the Park Property to Grantee. Upon the expiration of the Sale Offer Period without the mutual execution and delivery by Grantor and Grantee of such a definitive contract for the sale of the Park Property to Grantee, the Negotiation Right shall be deemed to be waived as to offer contained in the Sale Offer Notice.

## **3. Operation of The Refusal Right.**

- 3.1** In the event that Grantor shall, at any time during the First Rights Term enter into a contract or letter of intent or any other written understanding to sell the Park Property (except by operation of law in connection with the merger, reorganization or dissolution of the City of Westwood Kansas), Grantor shall, by notice to Grantee (the "Refusal Offer Notice"), deliver to Grantee a true and complete copy of such fully executed instrument including all exhibits thereto (the "Refusal Offer Notice Instrument"), together with a certificate, executed on behalf of Grantor, stating that *"The enclosed instrument is a true and complete copy of the agreement which we have entered into to sell the Park Property"*.
- 3.2** Grantee shall thereafter have the exclusive right (the "Refusal Right"), for a period of thirty (30) days from the date on which the Refusal Offer Notice is



delivered to Grantee at the address set forth below (the "Refusal Offer Period"), to execute and deliver to Grantor a notice (the "Acceptance Notice") accepting the terms set forth in the Refusal Offer Notice Instrument (and Grantee's delivery of the Acceptance Notice shall be deemed to bind Grantor to sell the Park Property to Grantee), except that:

- (a) the closing date for Grantee's purchase of the Property shall be a date (the "Acceptance Notice Closing Date"), which shall be the later of **(1)** the closing date set forth in the Refusal Offer Notice Instrument (the "Refusal Offer Notice Closing Date") or **(2)** a business day which is not later than ten (10) days after the Refusal Offer Notice Closing Date;
- (b) regardless of the terms of the Refusal Offer Notice Instrument, Grantee shall not be required to deliver, as earnest money, a sum greater than five (5%) percent of the purchase price for the Refusal Property; and
- (c) the Property shall be delivered to Grantee free and clear of the Declaration and free and clear of any and all mortgages, deeds of trust, leases, tenancies, licenses or liens (other than the lien of real estate taxes for the current year) affecting the Refusal Property.

Upon the expiration of the Refusal Offer Period without Grantee's timely delivery of the Acceptance Notice, the Refusal Right shall be deemed to have been waived as to the Refusal Offer Notice Instrument.

- 3.3** Notwithstanding anything to the contrary contained in this Section 3, in the event that Grantee shall waive (or, by not timely responding to the Refusal Offer Notice, shall be deemed to have waived) the Refusal Right as to the Refusal Offer Notice Instrument but Grantor shall not, within a period of two hundred seventy (270) days after the date of the Refusal Offer Notice, have sold the Refusal Property to the buyer named in the Refusal Offer Notice Instrument for at least ninety-five (95%) percent of the price set forth in the Refusal Offer Notice (subject, however, to customary closing adjustments), then the Refusal Right shall be deemed to be reinstated as to the Refusal Offer Notice Instrument and shall be subject to the terms and conditions set forth herein.

**4. Transactions Excepted From The First Rights; Cumulative Rights .**

- 4.1** The First Rights shall apply to any and all conveyances of fee simple title to the Park Property except for a conveyance of fee simple title by purchase and sale of the Property at a judicial foreclosure sale.
- 4.2** Any waiver of the First Rights for any particular transaction shall not extinguish such rights as to any further transaction during the First Rights Term and shall be continuing rights, in favor of Grantee, as to any and all further sale transactions as described in Sections 2 or 3 hereof.

**5. Confirmation of Waiver of The Refusal Right.**

At Grantor's request upon Grantee's waiver of the Refusal Right as to any Refusal Offer Notice Instrument, Grantee shall execute, acknowledge and deliver to Grantor, at Grantor's expense and in recordable form and within ten (10) days of Grantor's request therefor, an instrument reasonably acceptable to Grantee confirming such waiver of the Refusal Right as to the transaction specified in the Refusal Offer Notice Instrument. It is intended that any such waiver shall be limited to the particularly described sale transaction identified in such waiver.

**6. Time of Essence.**

Time is of the essence as to Grantor's and Grantee's rights and obligations hereunder.

**7. Notices.**

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by restricted or certified or express United States mail, postage prepaid, or delivered by hand (including by any national recognized overnight delivery service or otherwise), and addressed as follows:

To Grantor:

City of Westwood, Kansas  
Attn: City Administrator  
4700 Rainbow Blvd.  
Westwood, KS 66205

With a copy to:

Ryan B. Denk, Esquire  
McAnany, Van Cleave & Phillips, P.A.  
707 Minnesota Ave., 4<sup>th</sup> Floor  
P.O. Box 171300  
Kansas City, KS 66117-1300

To Grantee:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Adam Feldman, Esquire

With a copy to:

Karbank Holdings LLC  
2000 Shawnee Mission Pkwy., Ste. 400  
Mission Woods, KS 66205  
Attention: Neil D. Karbank, Esquire

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

**8. Successors and Assigns; Covenant Running With The Land; After-Acquired Lands.**

- 8.1** This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and this Agreement is and shall be deemed to be a “covenant running with the land” to which the Park Property is subject and which benefits the Development Property and the fee owner or owners thereof.
- 8.2** In the event that Grantor shall acquire lands adjoining the Park Property (including without limitation lands now owned by the Joanne M. Gaar Trust and legally described on **Exhibit “D”** annexed hereto), then **(a)** this Agreement shall be deemed to spread to such lands (which shall be deemed to be a part of the Park Property) and **(b)** such lands shall be bound by this Agreement and by all of its terms and conditions.

**9. Attorney's Fees; Specific Performance.**

In the event that either party shall engage an attorney to enforce its rights hereunder, the party substantially prevailing in litigation shall be entitled to receive from the substantially non-prevailing party the substantially prevailing party's reasonable attorneys' fees and costs for such enforcement. This Agreement may be enforced by a decree of specific performance and through an action for damages. The bond required for any preliminary or temporary injunctive relief shall be One Thousand (\$1,000.00) Dollars in cash, and no showing of irreparable harm shall be required for any such relief.

**10. Governing Law; Choice of Forum.**

This Agreement shall be governed by and construed in accordance with the local law of the State of Kansas, and any suit to enforce any rights hereunder, or for the interpretation of any of the provisions of this Agreement, or for damages or any other relief arising from or in connection with this Agreement, shall be filed and heard in and only in the Johnson County, Kansas District Court. Grantor and Grantee each hereby irrevocably consent to the jurisdiction of such court over each of them and over the subject matter hereof.

**11. Entire Agreement; Severability.**

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by the parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

**12. Counterparts; Recording.**

This Agreement may be executed in several counterparts, each of which is deemed an original. Such counterparts shall, taken together, constitute but one and the same instrument. Grantor and Grantee have mutually executed and delivered that certain Memorandum of First Rights Agreement, dated the date hereof and between Grantor and Grantee, which may be recorded in the real estate records of Johnson County, Kansas and which imparts public notice of this Agreement.

**13. Captions.**

The captions in this Agreement are for convenience only and shall not be construed to be part of or affect the construction or interpretation of any provision of this Agreement.

*[Signatures commence on the following page]*



**IN WITNESS WHEREOF**, Grantor and Grantee have caused this Agreement to be executed as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**  
as Seller

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

**KARBANK HOLDINGS LLC**  
as Grantee

By: \_\_\_\_\_  
a Manager

**Table of Exhibits**

- Exhibit A: Legal Description of the Park Property
- Exhibit B: Legal Description of the Development Property
- Exhibit C: Memorandum of First Rights Agreement
- Exhibit D: Legal Description of the Gaar Trust Property

STATE OF KANSAS        )  
  ) ss  
COUNTY OF JOHNSON    )

On this 4<sup>th</sup> day of January, 2024, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **David E. Waters**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as the Mayor of City of Westwood, Kansas, a political subdivision of the State of Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public within and for said County and State  
My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF KANSAS        )  
  ) ss.  
COUNTY OF JOHNSON    )

On this 4<sup>th</sup> day of January, 2024, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as a Manager of Karbank Holdings LLC, a Delaware limited liability company, as the act and deed of such company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public within and for said County and State  
My commission expires \_\_\_\_\_

## **MEMORANDUM OF FIRST RIGHTS AGREEMENT**

**NAME AND ADDRESS OF RIGHTS GRANTOR:** City of Westwood, Kansas ("Grantor"), 4700 Rainbow, Westwood, Kansas 66205.

**NAME AND ADDRESS OF RIGHTS GRANTEE:** Karbank Holdings LLC, a Delaware limited liability company ("Grantee"), or assigns, c/o Karbank Real Estate Company LLC, 2000 Shawnee Mission Parkway, Mission Woods, Kansas 66205

**DATE OF FIRST RIGHTS AGREEMENT:** as of January 4, 2024.

**DESCRIPTION OF BURDENED PROPERTY:** The right of first refusal concerns the real property (the "Burdened Property") described in **Exhibit "A"** annexed hereto.

**DESCRIPTION OF BENEFITED PROPERTY:** The "First" rights are for the benefit of the real property (the "Benefited Property") described in **Exhibit "B"** annexed hereto.

**MEMORANDUM OF FIRST RIGHTS AGREEMENT ONLY:** This instrument is intended only to convey notice of "first" rights concerning the sale or transfer of the Burdened Property, granted pursuant to that certain First Rights Agreement, dated as of January 4, 2024, (the "First Rights Agreement"), between Grantor and Grantee. This memorandum shall not be construed to change, vary, modify or interpret the option or any of the terms or conditions of the First Rights Agreement. The First Rights Agreement sets forth the terms and conditions of the right contained therein, and reference should be made to the First Rights Agreement for the terms and conditions thereof.

*[signatures commence on the following page]*

**IN WITNESS WHEREOF**, Grantor and Grantee have each caused this Memorandum of First Rights Agreement to be executed and acknowledged as of January 4, 2024.

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan Denk, City Attorney

**KARBANK HOLDINGS LLC**

By: \_\_\_\_\_  
, a Manager

\*\*\*\*\*

**Table of Exhibits**

- Exhibit A: Legal Description of the Burdened Property
- Exhibit B: Legal Description of the Benefited Property.

STATE OF KANSAS )  
 ) ss  
COUNTY OF JOHNSON )

On this 4<sup>th</sup> day of January, 2024, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **David E. Waters**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as the Mayor of City of Westwood, Kansas, a political subdivision of the State of Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public within and for said County and State  
My commission expires \_\_\_\_\_

\*\*\*\*\*

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

On this 4<sup>th</sup> day of January, 2024, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as a Manager of Karbank Holdings LLC, a Delaware limited liability company, as the act and deed of such company

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public within and for said County and State  
My commission expires \_\_\_\_\_

**COUNCIL ACTION FORM**

Meeting Date: September 14, 2023

Staff Contact: John Sullivan, Public Works Director

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Agenda Item: Consideration of an Interlocal Agreement with Roeland Park Kansas for Improvements to Mission Road

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**Background / Description of Item:**

The Mission Road corridor is the City boundary between Westwood and Roeland Park. Both cities desire to construct public improvements to Mission Road to include public sidewalks where required, curb & gutter improvements where required, a mill & overlay within the project limits, pavement marking, stormwater improvements, street lighting and other related work. The City of Westwood staff has considered the “Complete Streets Policy” and is considering the addition of bicycle lanes and pedestrian lighting and sidewalk modifications where needed to be ADA compliant.

The estimated project cost of construction and engineering is One Million Eight Hundred Sixty-Nine Thousand Three Hundred Eighty-Nine Dollars and Fifty Cents (\$1,869,389.50).

The project is eligible for CARS Funding and as such the Cities expect receipt from the program in the amount of Eight Hundred Forty-Two Thousand Dollars (\$842,000.00) to help pay a portion of the costs of the improvements.

The remaining cost of making the improvements shall be distributed between the Cities with each City responsible for \$513,694.75, estimated as of the date of this agreement after application of County CARS funds.

**Budget Impact:**

Currently, \$716,473 is budgeted in the Capital Improvement Plan (Fund) for this project between 2024 design engineering and 2025 construction. As the



\$513,694.75 figure stated in the agreement for the project cost to the City of Westwood is an estimate, there is room for the cost of the project to increase when actual – or more accurate and updated – future costs are known without disrupting the CIP.

**Staff Recommendation:**

Staff recommends Council authorize the Mayor to sign the Interlocal Agreement.

*Suggested Motion:*

*I move to authorize the Mayor to execute an agreement with the City of Roeland Park, Kansas to memorialize the relationship between the jurisdictions as relates to funding for improvements in the Mission Road corridor subject to final review by the City Attorney.*

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROELAND PARK KANSAS, AND THE CITY OF WESTWOOD, KANSAS, FOR THE PUBLIC IMPROVEMENT OF MISSION ROAD FROM 47<sup>TH</sup> STREET TO 53<sup>RD</sup> STREET**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **City of Roeland Park, Kansas** (hereinafter "Roeland Park"), and the **City of Westwood, Kansas** (hereinafter "Westwood"), each party having been organized and now existing under the laws of the State of Kansas (hereinafter Roeland Park and Westwood may be referred to singularly as the "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Parties hereto have determined it is in their best interest to make certain public improvements to **Mission Road**, as such improvements are hereinafter described and defined as the Improvements;

WHEREAS, the Parties are also jointly applying to the Board of County Commissioners of Johnson County, Kansas (the "County") for funding through a CARS Agreement pursuant to which the Improvements constitute an eligible project under the County Assistance Road System Program ("CARS");

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 which authorizes any municipality to contract with any other municipality to perform any government service, activity or undertaking that each contracting municipality is authorized by law to perform;

WHEREAS, the Governing Body of Roeland Park did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

WHEREAS, the Governing Body of Westwood did approve and authorize its mayor to execute this Agreement by official vote of the Governing Body on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the Parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The Parties hereto enter into this Agreement for the purpose of constructing those public improvements to **Mission Road**, including public sidewalk, a mill and overlay within the project limits, pavement marking, concrete repairs, stormwater improvements, street lighting and other related work (collectively, the "Improvements").
2. ESTIMATED PROJECT COST.
  - A. As of the date of this Agreement, the estimated cost of construction and engineering services for the Improvements covered by this Agreement, exclusive of the cost of right-of-way or easement acquisition, is One Million Eight Hundred Sixty-Nine Thousand Three Hundred Eighty-Nine Dollars and Fifty Cents (\$1,869,389.50).
  - B. The cost of making the Improvements shall include:
    - (1) Labor and material used in making the Improvements; and
    - (2) Such other expenses which are necessary in making the Improvements, exclusive of the cost of acquiring real property and any improvement thereon for the location

of the Improvement. These expenses include engineering survey, design, bidding, construction services, and material testing.

- C. Pursuant to the CARS Agreement, the Parties anticipate receipt of County CARS funding in the amount of Eight Hundred Forty-Two Thousand Dollars (\$842,000.00) to help pay a portion of the cost of the Improvements. Notwithstanding anything in this Agreement to the contrary, in the event such funding is not made available for the Improvements, then either Roeland Park or Westwood may terminate this Agreement upon written notice to the other of them.
- D. The remaining cost of making the said Improvements shall be distributed between the Parties as follows:
- (1) Roeland Park shall pay fifty (50%) (the "Roeland Park Percentage Share") of the local share balance of said Improvements (estimated as of the date of this Agreement to be **\$513,694.75** after application of County CARS funds).
  - (2) Westwood shall pay Fifty percent (50%) (the "Westwood Percentage Share") of the local share balance (after application of County CARS funds) of said Improvements (estimated as of the date of this Agreement to be **\$513,694.75** after application of County CARS funds).
  - (3) Each Party shall pay the cost of financing and/or bonding its share of the project cost.
3. FINANCING. Roeland Park and Westwood shall each pay its portion of the cost with monies budgeted and appropriated funds.
4. ROELAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the Parties that since there are two separate municipalities included within the proposed Improvements, it would be beneficial for one of the municipalities to have primary responsibility for the project to provide for the orderly design and construction of the Improvements. However, both municipalities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvements shall be constructed, and the work administered by Roeland Park acting by and through the Roeland Park Director of Public Works (hereinafter the "PW Director"), who shall be the principal public official designated to administer the Improvements. The PW Director shall, among his or her several duties and responsibilities, assume and perform the following:
- A. Make all contracts for the Improvements, including soliciting bids by publication in the official newspaper of Roeland Park. In the solicitation of bids, the most favorable bid shall be determined by Roeland Park administering the project and the Governing Body of Roeland Park approving the lowest responsible bidder for the project, except that the Governing Body of Westwood reserves the right to reject the successful bidder in the event that the bid price exceeds the engineer's estimate. If all bids exceed the estimated cost of the Improvements, then either Roeland Park or Westwood shall have the right to reject the bid. In such case, the project shall be rebid at a later date.
  - B. Upon completion of the Improvements the PW Director shall submit to Westwood a final accounting of all costs incurred in making the Improvements for the purpose of apportioning the same among the Parties as provided herein.

- C. Roeland Park shall require performance and completion bonds for the Improvements from all contractors performing work on this Improvements (the "Contractors") and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- D. Roeland Park shall require that any Contractor provide a two-year performance and maintenance bond for the Improvements. As "Project Administrator," Roeland Park will, upon request of Westwood, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive the termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- E. Roeland Park shall cause to be inserted in all contracts for construction a requirement that the Contractor defend, indemnify and save Westwood and Roeland Park harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or omissions of the Contractor and the performance of its contract.
- F. Roeland Park shall cause to be inserted into all contracts for construction a requirement that the Contractor observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.).
- G. To the fullest extent permitted by law, including but not limited to K.S.A. 16-121, as amended from time to time, Roeland Park will cause any Contractor to name Westwood as an additional insured on all insurance policies issued for the Improvements; provided that, such policies shall not provide insurance for Westwood's negligence or intentional acts or omissions.
5. REIMBURSEMENT OF COSTS. Roeland Park will pay all project costs owed to any Contractor, as those costs become due. Roeland Park shall submit to Westwood on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the Improvements for the month immediately preceding the month the statement of costs is received along with any supporting documentation that substantiates such costs; provided that Westwood shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit the Westwood Percentage Share of the accrued costs to Roeland Park. Any costs accrued by Roeland Park in 2023 will be invoiced to Westwood in January 2024 with the above remittance terms.
6. CONSTRUCTION OBSERVATION. Roeland Park shall provide construction observation and administration services for the Improvements. Roeland Park shall be responsible for ensuring compliance with contract specifications under any contract for construction of the Improvements. The Westwood Public Works Director or such director's designee shall promptly report any deviation from any contract specifications or any inappropriate construction practices relating to work within its municipal boundaries to the Roeland Park Public Works Director. Roeland Park will take all reasonable actions to inform the Westwood Public Works Director of project status and any deviation from any contract specifications or inappropriate construction practices relating to work within the Westwood municipal boundaries.
7. DURATION AND TERMINATION OF AGREEMENT. The Parties hereto agree that except for the obligations of Roeland Park which may arise after completion of the Improvements as set forth in Section 4, Paragraph F, above, this Agreement shall exist until the completion of the Improvements. Upon completion of the Project, Roeland Park shall notify Westwood of the

completion in writing. Westwood, as soon thereafter as reasonably possible, shall inspect the work, and if it determines it is satisfactory, shall so notify Roeland Park in writing; upon such notification, Westwood shall have no further obligation under this Agreement and this Agreement shall be deemed terminated. In the event Westwood fails to so notify Roeland Park within thirty (30) after completion of its acceptance or rejection of the work, the work shall be deemed accepted.

8. PLACING AGREEMENT IN FORCE. The administering body described in Section 4 hereof shall cause this Agreement to be executed in triplicate. Each Party hereto shall receive a duly executed copy of this Agreement for its official records.
9. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the Parties unless it shall have been agreed to in writing and signed by both Parties.
10. JURISDICTION; NATURE OF THE AGREEMENT. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction. The Parties understand this contract is a contract between municipalities authorized pursuant to K.S.A. 12-2908 and is therefore not an interlocal cooperation agreement under the provisions of K.S.A. 12-2901 et seq..
11. CASH BASIS AND BUDGET LAWS. The right of the Parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1100 et seq.), the Budget Law (K.S.A. 79-2935 et seq.), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the Parties shall at all times remain in conformity with such laws.
12. AMENDMENT TO CARRY OUT INTENT. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement, to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement; provided, however, nothing herein is intended to bind a future governing body of the Parties in a manner prohibited by the laws of the State of Kansas.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

**CITY OF ROELAND PARK, KANSAS**

By: \_\_\_\_\_  
Michael Poppa, Mayor

**ATTEST:**

\_\_\_\_\_  
Kelley Nielsen, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Steve Mauer, City Attorney

**CITY OF WESTWOOD, KANSAS**

By: \_\_\_\_\_  
David E. Waters, Mayor

**ATTEST:**

\_\_\_\_\_  
Abby Schneweis, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ryan Denk, City Attorney





9001 State Line Rd., Ste. 200  
 Kansas City, MO 64114  
 [P] 816.361.0440  
 [F] 816.361.0045  
 LampRynearson.com

8/21/2023

**Project Cost Estimate  
 2025 CARS - Mission Road (47th Street to 53rd Street)  
 Mill and Overlay  
 City of Roeland Park, Kansas**

Item No	Item Description	Unit	Estimated Quantity	Unit Price	Total
1	Mobilization	LS	1	\$ 40,000.00	\$ 40,000.00
2	Traffic Control	LS	1	\$ 18,000.00	\$ 18,000.00
3	Clearing, Grubbing and Demolition	LS	1	\$ 25,000.00	\$ 25,000.00
4	Contractor Construction Staking	LS	1	\$ 7,500.00	\$ 7,500.00
5	Curb and Gutter (Remove and Replace) (KCMMB4K)	LF	780	\$ 60.00	\$ 46,800.00
6	Driveway (Concrete) (6") (KCMMB4K)	SY	1464	\$ 130.00	\$ 190,320.00
7	Sidewalk (Remove and Replace) (4") (KCMMB4K)	SF	3900	\$ 14.00	\$ 54,600.00
8	Sidewalk Construction (4") (KCMMB4K)	SF	1535	\$ 11.00	\$ 16,885.00
9	ADA Ramps	EA	26	\$ 3,500.00	\$ 91,000.00
10	Redesign Radius at 53rd Street	LS	1	\$ 20,000.00	\$ 20,000.00
11	Concrete Blockout (Manhole)	EA	9	\$ 3,500.00	\$ 31,500.00
12	24" RCP Storm Pipe	LF	120	\$ 225.00	\$ 27,000.00
13	5'x5' Junction Box	EA	1	\$ 7,000.00	\$ 7,000.00
14	Asphalt Base Repair (4")	SY	1283	\$ 65.00	\$ 83,395.00
15	Full Width Mill (2")	SY	12840	\$ 4.00	\$ 51,360.00
16	Asphalt Surface (2")	TON	1520	\$ 105.00	\$ 159,600.00
17	Driveway Widening	LS	1	\$ 34,000.00	\$ 34,000.00
18	Bike Lane Pavement Markings	LS	1	\$ 23,000.00	\$ 23,000.00
19	Restore Permanent Pavement Markings (Preformed Thermoplastic)	LS	1	\$ 20,000.00	\$ 20,000.00
20	Lighting	LS	1	\$ 256,000.00	\$ 256,000.00
21	Restoration	LS	1	\$ 12,000.00	\$ 12,000.00
22	CARS Signs	EA	2	\$ 500.00	\$ 1,000.00
23	Force Account	LS	1	\$ 20,000.00	\$ 20,000.00
				Subtotal	\$ 1,235,960.00
				Contingency (25%)	\$ 308,990.00
				<b>Total Construction Cost</b>	<b>\$ 1,544,950.00</b>
				Design and Survey (12%)	\$ 185,394.00
				Construction Administration/Observation (7%)	\$ 108,146.50
				Testing Services (2%)	\$ 30,899.00
				<b>Total Project Cost</b>	<b>\$ 1,869,389.50</b>
				CARS	\$ (842,000.00)
				50%	\$ 513,694.75