

RESOLUTION NO. 1815

A RESOLUTION AUTHORIZING THE SALE OF \$5,050,000 GENERAL OBLIGATION BONDS OF THE CITY OF LEAWOOD, KANSAS, TO PROVIDE FUNDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS WITHIN SAID CITY; APPROVING THE FORM OF NOTICE OF BOND SALE AND PRELIMINARY OFFICIAL STATEMENT TO BE USED IN CONNECTION THEREWITH; AND AUTHORIZING AND DIRECTING THE CITY FINANCE DIRECTOR TO ADVERTISE SUCH SALE IN THE MANNER PRESCRIBED BY LAW.

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WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and other provisions of the laws of the State of Kansas (the "State") applicable thereto, by proceedings duly had the governing body of the City of Leawood, Kansas (the "City") has heretofore authorized the construction of improvements to College Boulevard between State Line Road and Tomahawk Creek including necessary appurtenances, as authorized by and provided in Ordinance No. 1488 (the "College Boulevard Improvement");

WHEREAS, the College Boulevard Improvement has been completed and the governing body of the City hereby finds and determines that the City's share of the total cost thereof including construction financing and related expenses is not less than \$195,000 to be paid by the City at-large; and

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and other provisions of the laws of the State applicable thereto, by proceedings duly had the governing body of the City has authorized the acquisition, construction and installation of a new public works building on certain real property owned by the City, as authorized by and provided in Resolution No. 1532 (the "Public Works Complex Improvement"); and

WHEREAS, the Public Works Complex Improvement has been completed, and the governing body of the City now finds and determines that the total cost of the Public Works Complex Improvement including necessary appurtenances is not less than \$4,855,000 with the entire cost to be paid by the City at-large; and

WHEREAS, all legal requirements pertaining to the College Boulevard Improvement and the Public Works Complex Improvement (collectively, the "City Improvement Projects") have been complied with, and the governing body of the City now finds and determines that the total cost of said City Improvement Projects including construction financing and related expenses is not less than \$5,050,000; and

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

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

Section 1. That the Director of Finance on behalf of the City of Leawood, Johnson County, Kansas, is hereby authorized and directed to offer for public sale in the manner required by law, the general obligation bonds of the City in the aggregate principal amount of not to exceed \$5,050,000, for the purpose of financing the costs of the City Improvement Projects described herein pursuant to the laws and the general obligation bond authority of the State of Kansas.

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

**NOTICE OF BOND SALE**  
**\$5,050,000**  
**GENERAL OBLIGATION IMPROVEMENT BONDS**  
**SERIES 2002-A**  
**LEAWOOD, JOHNSON COUNTY, KANSAS**

Sealed bids will be received by the undersigned City Finance Director of Leawood, Kansas, at City Hall, 4800 Town Center Drive, Leawood, Kansas, until 2:00 p.m. local time on Monday, November 4, 2002, at which time such bids will be publicly opened, for the sale of the above-captioned general obligation bonds (the "Bonds") of the City of Leawood, Johnson County, Kansas, to finance the cost of certain public improvement projects within said City. Alternatively, bids may be submitted electronically on such date and time via *PARITY* electronic bid submission system ("PARITY") as further described herein. Such bids will be considered by the Governing Body of the City at a meeting to be held at 7:30 p.m. local time on such date.

The Bonds will be issued as a single series designated General Obligation Improvement Bonds, Series 2002-A, in the aggregate principal amount of \$5,050,000. The Bonds will consist of fully registered bonds without coupons in the denominations of \$5,000 and any integral multiple thereof, will be dated November 15, 2002, and will mature serially on September 1 of each year and in the principal amounts, as follows:

SERIES 2002-A BONDS

<u>Maturity</u>	<u>Amount</u>	<u>Maturity</u>	<u>Amount</u>
2004	\$ 25,000	2014	\$260,000
2005	185,000	2015	270,000
2006	195,000	2016	280,000
2007	205,000	2017	290,000
2008	210,000	2018	305,000
2009	215,000	2019	300,000
2010	230,000	2020	315,000
2011	235,000	2021	330,000
2012	245,000	2022	345,000
2013	250,000	2023	360,000

A bidder may elect to have all or a portion of the Bonds issued as term bonds scheduled to mature in 2023 subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth above, subject to the following conditions: serial bonds selected for conversion to term bonds with mandatory redemption requirements shall be chosen in inverse order of maturity, beginning with Bonds scheduled to mature in 2023, and all Bonds selected as term bonds shall bear the same rate of interest. Not less than all Bonds of the same serial maturity shall be converted to term bonds with mandatory redemption requirements. A bidder shall make such an election by completing the applicable paragraph on the Official Bid Form.

Interest on said Bonds from the date thereof at the rates determined when the Bonds are sold as herein provided will be payable semi-annually on March 1 and September 1 in each year through maturity, commencing on March 1, 2004.

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

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

At the option of the City, Bonds maturing on September 1, 2012 and thereafter will be subject to redemption and payment prior to maturity, on September 1, 2011, and thereafter, in whole at any time or in part on any interest payment date (in integral multiples of \$5,000 within a single maturity) selected among maturities by the City in its sole discretion, at the redemption price of 100% of the principal amount so redeemed, plus accrued interest to the date fixed for redemption, without premium.

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

will send notice of redemption by ordinary mail to the registered owners of said Bonds, said notices to be mailed at least 30 days prior to the redemption date. If any Bond be called for redemption and payment as aforesaid, all interest on such Bond shall cease.

All of said Bonds will be and constitute the general obligations of the City, and the full faith and credit of the City shall be pledged to the payment of the principal of and interest on said Bonds. Such principal and interest shall be payable from ad valorem taxes levied on all taxable tangible property including land and improvements thereon located within the territorial limits of the City of Leawood, Johnson County, Kansas, with the balance payable from ad valorem taxes which may be levied without limitation as to rate or amount upon all taxable tangible property, real and personal, within the territorial limits of said City.

The Bonds will be designated "qualified tax exempt obligations" by the City for the purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

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

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

One bid shall be submitted for all Bonds hereinbefore described on an all or none basis. Bonds will be awarded to the highest and best bidder or bidders on an all or none basis. The best bidder will be the bidder whose bid will result in the lowest "true interest cost" ("TIC"), determined as follows: the TIC is the discount rate (expressed as a per annum percentage rate) which, when used in computing the present value of all payments of principal and interest to be paid on the Bonds, from the payment dates to November 15, 2002 (the dated date of the Bonds), produces an amount equal to the price bid, including premium, if any. Payments of principal and interest on the Bonds will be based on the principal amounts set forth in this Notice of Bond Sale and the interest rates specified by each bidder. Present value will be computed on the basis of semiannual compounding and a 360-day year of twelve 30-day months.

Bidders are requested to supply an estimate of the TIC for the Bonds on the Official Bid Form, computed as specified herein on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the City.

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

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

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

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

The type and denominations of the Bonds and the names, addresses and social security or taxpayer identification numbers of the registered owners shall be submitted in writing by the successful bidder to the City and the bond registrar at least two weeks prior to the closing date. In the absence of such information, the City will deliver Bonds in the denomination of each maturity registered in the name of the successful bidder.

The initial reoffering price to the public shall be furnished to the City by the successful bidder within two (2) days following the sale date. A certificate setting forth such initial reoffering price to the public shall be furnished by the successful bidder at closing.

The Bonds will be delivered to the purchaser on or about November 27, 2002, through the facilities of the Depository Trust Company, New York, New York. CUSIP identification numbers will be printed on said Bonds, but neither the failure to print such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for said Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of the CUSIP numbers on said Bonds, including the CUSIP Service Bureau's charge for assignment of said numbers, will be paid for by the City.

The population of the City is approximately 29,381. The 2001 assessed valuation of all taxable tangible property within the City of Leawood, Kansas is \$554,769,761, including motor vehicle valuation of \$55,695,102. The total general

obligation bonded indebtedness of Leawood, Kansas, at the date hereof, including the issue of bonds herein offered for sale, is \$46,920,000. The City of Leawood has temporary notes outstanding in the total amount of \$14,00,000, of which \$4,900,000 will be redeemed and canceled from the proceeds of the Bonds herein offered for sale and other available funds of the City.

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

Additional copies of this Notice of Bond Sale, copies of the City's Preliminary Official Statement relating to the Bonds and further information may be obtained from the undersigned City Finance Director or from George K. Baum & Company, Twelve Wyandotte Plaza, 120 West 12th Street, Kansas City, Missouri 64105, (816) 474-1100, the City's financial advisor.

Mailed bids should be addressed to Kathy Rogers, City Finance Director, City of Leawood, Kansas, 4800 Town Center Drive, Leawood, Kansas 66211, and marked "Bid for purchase of \$5,050,000 General Obligation Improvement Bonds, Series 2002-A, Leawood, Johnson County, Kansas." Bids may also be delivered to the said officer at City Hall, Leawood, Kansas, at or immediately prior to 2:00 p.m. on the sale date. Alternatively, bids may be submitted via *PARITY*. If provisions of this Notice of Bond Sale conflict with those of *PARITY*, this Notice of Bond sale shall control. Information about electronic bidding services of *PARITY* may be obtained from Dalcomp, 395 Hudson Street, New York, NY 10014 (212-806-8304). The City shall not be responsible for any failure, misdirection, delay or error in the means of transmission selected by the bidder.

DATED at Leawood, Kansas, this 7th day of October, 2002.

Kathy Rogers,  
City Finance Director

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

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

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

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

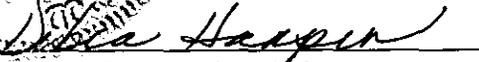
Section 5. This Resolution shall take effect and be in force from and after its passage and approval by the governing body of the City.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

SIGNED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

RESOLUTION NO.

1814

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE VACATION OF A WATER LINE EASEMENT OR PORTION THEREOF EFFECTING LOT 40, THE WOODS VILLAS SUBDIVISION, 11404 EL MONTE COURT, LOCATED IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, a Petition for vacation has been filed with the City Clerk and the Petitioner has requested a vacation of a waterline easement or a portion thereof, within The Woods Villas subdivision, on Lot 40, legally described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, that a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood on November 4, 2002 at 7:30 p.m. at the Leawood City Hall, Johnson County, Kansas, for the purpose of discussing and reviewing the proposed vacation request within The Woods Villas subdivision in the City of Leawood, Kansas.

BE IT FURTHER RESOLVED that the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City paper as provided by K.S.A. 12-504 in the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER THE VACATION OF A WATERLINE EASEMENT OR A PORTION THEREOF, IN LOT 40, OF THE WOODS VILLAS SUBDIVISION WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas shall meet for the purpose of holding a public hearing in the City Council Chambers at the City Hall, 4800 Town Center Drive, Leawood, Kansas at 7:30 p.m. on November 4, 2002, to discuss, review and consider approval of the vacation of a waterline easement on Lot 40 of The Woods Villas subdivision within the City of Leawood, Johnson County, Kansas. That vacation of real property is legally described, to wit:

Part of Lot 40, The Woods Villas, a subdivision of land in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE S 74°00'06" W. ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 12.90 FEET TO A POINT ON AN EXISTING WATERLINE EASEMENT AS SHOWN ON SAID THE WOODS VILLAS; THENCE ALONG SAID EXISTING WATERLINE EASEMENT, FOR THE FOLLOWING THREE (3) COURSES; THENCE N 30°56'56" W, A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 30°56'56" W, A DISTANCE OF 9.17 FEET TO AN ANGLE POINT ON SAID EXISTING WATERLINE EASEMENT; THENCE N 23°40'20" E, A DISTANCE OF 15.94 FEET; THENCE S 4°17'27" W, A DISTANCE OF 22.53 FEET TO THE POINT OF BEGINNING, CONTAINING 60 SQUARE FEET, MORE OR LESS.

The hearing may be adjourned from time to time and until the Governing Body shall have made findings by either denying or approving by Ordinance said petition for vacation of the waterline easement or a portion thereof. All persons desiring to be heard with reference to the proposed vacation will be heard at said time.

Debra Harper  
City Clerk

PASSED by the Governing Body this 7th day of October, 2002.

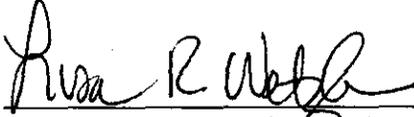
APPROVED by the Mayor this 7th day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Lisa R. Wetzler, Assistant City Attorney

# The Legal Record

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

RES1814

Publication Fees: \$31.37

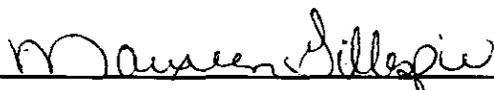
CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1814--10/8/02



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

OCTOBER 9, 2002



Notary Public

PENNY KNIGHT  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$31.37

persons will be heard.

Barbara J. Sharp  
Planning Commission Secretary

the project.

"I think we're missing a said.

The governor noted that s tunnels is expected to cost \$ state will shoulder now with federal money KDOT se pedestrian tunnels, but not Transportation Secretary

**RESOLUTION NO. 1814**

First published in The Legal Record, Tuesday, October 8, 2002.

RESOLUTION NO. 1814

**A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE VACATION OF A WATER LINE EASEMENT OR PORTION THEREOF EFFECTING LOT 40, THE WOODS VILLAS SUBDIVISION, 11404 EL MONTE COURT, LOCATED IN THE CITY OF LEAWOOD, KANSAS**

WHEREAS, a Petition for vacation has been filed with the City Clerk and the Petitioner has requested a vacation of a waterline easement or a portion thereof, within The Woods Villas subdivision, on Lot 40, legally described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS, that a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood on November 4, 2002 at 7:30 p.m. at the Leawood City Hall, Johnson County, Kansas, for the purpose of discussing and reviewing the proposed vacation request within The Woods Villas subdivision in the City of Leawood, Kansas.

BE IT FURTHER RESOLVED that the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City paper as provided by K.S.A. 12-504 in the following form:

**NOTICE OF PUBLIC HEARING TO CONSIDER THE VACATION OF A WATERLINE EASEMENT OR A PORTION THEREOF, IN LOT 40, OF THE WOODS VILLAS SUBDIVISION WITHIN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.**

NOTICE IS HEREBY GIVEN, that the Governing Body of the City of Leawood, Kansas shall meet for the purpose of holding a public hearing in the City Council Chambers at the City Hall, 4800 Town Center Drive, Leawood, Kansas at 7:30 p.m. on November 4, 2002, to discuss, review and consider approval of the vacation of a waterline easement on Lot 40 of The Woods Villas subdivision within the City of Leawood, Johnson County, Kansas. That vacation of real property is legally described, to wit:

Part of Lot 40, The Woods Villas, a subdivision of land in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 40; THENCE S 74°00'06" W. ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 12.90 FEET TO A POINT ON AN EXISTING WATERLINE EASEMENT AS SHOWN ON SAID THE WOODS VILLAS; THENCE ALONG SAID EXISTING WATERLINE EASEMENT, FOR THE FOLLOWING THREE (3) COURSES; THENCE N 30°56'56" W, A DISTANCE OF 25.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 30°56'56" W, A DISTANCE OF 9.17 FEET TO AN ANGLE POINT ON SAID EXISTING WATERLINE EASEMENT; THENCE N 23°40'20" E, A DISTANCE OF 15.94 FEET; THENCE S 4°17'27" W, A DISTANCE OF 22.53 FEET TO THE POINT OF BEGINNING, CONTAINING 60 SQUARE FEET, MORE OR LESS.

The hearing may be adjourned from time to time and until the Governing Body shall have made findings by either denying or approving by Ordinance said petition for vacation of the waterline easement or a portion thereof. All persons desiring to be heard with reference to the proposed vacation will be heard at said time.

Debra Harper  
City Clerk

PASSED by the Governing Body this 7th day of October, 2002.

APPROVED by the Mayor this 7th day of October, 2002.



*Peggy J. Duffin*  
Peggy J. Duffin, Mayor

ATTEST:  
*Debra Harper*  
Debra Harper, City Clerk

APPROVED AS TO FORM:

*Lisa R. Wetzler*  
Lisa R. Wetzler, Assistant City Attorney

RESOLUTION NO. 1813

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO GRANT A SANITARY SEWER EASEMENT TO THE CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS, BY THE CITY OF LEAWOOD, KANSAS ['CITY'], LOCATED AT APPROXIMATELY 127<sup>TH</sup> AND ROE, IN THE NEW I-LAN PARK.

WHEREAS, the Consolidated Main Sewer District is in need of an easement to lay, construct, maintain, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress through the premises, located approximately at 127<sup>th</sup> and Roe, in the new I-Lan Park; and

WHEREAS, the City wishes to grant and convey such easement.

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

SECTION ONE: That the Governing Body hereby approves and consents that the property shown and described on Exhibit 'A' be conveyed unto Consolidated Main Sewer District.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Durm, Mayor

ATTEST

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

# SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, A MUNICIPAL CORPORATION (Grantor), in consideration of One-Dollar (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto Consolidated Main Sewer District (Grantee), it's successors and assigns, an easement to lay, construct, maintain, alter, repair, replace, and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through the following premises, in the County of Johnson, State of Kansas, located at approximately 127<sup>th</sup> and Roe, in the new I-Lan Park, to-wit:

**SEE ATTACHED EXHIBIT "A"**

This grant is a permanent easement for the purpose aforesaid and full consideration therefore is acknowledged; provided however, if a temporary construction easement is granted herein, then the period of said temporary easement shall be no longer than three (3) years from the date of acceptance of construction of sewers within said Sewer District.

All sod damaged by the installation of said line or by making future repairs or in removing said property, shall be replaced by grantee. Grantors agree that the planting of any trees or placing of other improvements on said permanent easement will be done at the risk of subsequent damage thereto without compensation therefore.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the grantors and a duly authorized agent of the grantee.

IN WITNESS WHEREOF, the grantors have caused this Easement Conveyance to be executed and attested by its duly authorized corporate representatives, as of the day and year acknowledged below.

CITY OF LEAWOOD

By:   
Mayor Peggy J. Dunn

ATTEST

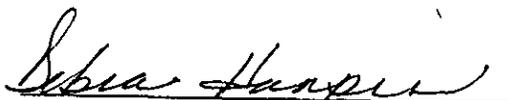
  
Deb Harper, City Clerk  
City of Leawood, Kansas



EXHIBIT "A"

Legal Description

A permanent sanitary sewer easement over a strip of land 20.00 feet in width, in the Southwest Quarter of Section 21, Township 13 South, Range 25 East in the City of Leawood, Johnson County, Kansas, lying 10.00 feet on each side of the following described centerline:

Commencing at the Southwest Corner of the Southwest Quarter of Section 21, Township 13 South, Range 25 East; thence North 01 Degrees 46 Minutes 51 Seconds West, along the West line of said Quarter, a distance of 1642.77 feet; thence South 88 Degrees 19 Minutes 00 Seconds East, a distance of 60.11 feet, to a point on the East Right-of-Way line of Nall Avenue, and the POINT OF BEGINNING; thence continuing South 88 Degrees 19 Minutes 00 Seconds East, a distance of 20.00 feet to the Point of Termination.

RESOLUTION NO. 1812

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL OF DATA ACCESS AND LICENSE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, ['BOCC'] PERTAINING TO THE ACCESS AND USE OF THE COUNTY'S GIS SYSTEM**

WHEREAS, the City has the need to access and use the BOCC's GIS system; and

WHEREAS, the parties desire to execute a Renewal of Data Access and License Agreement to allow the City to access and use the GIS system in the amount of \$7,033.39.

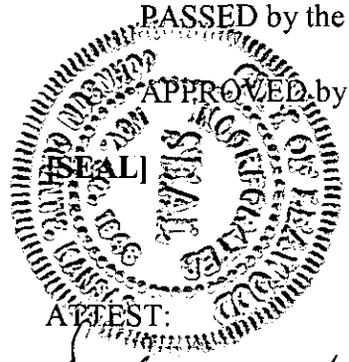
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Renewal of Data Access and License Agreement to allow the City to access and use BOCC's GIS system, for an amount of \$7,033.39, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



*Peggy J. Dunn*  
Peggy J. Dunn, Mayor

ATTEST:  
*Debra Harper*  
Debra Harper, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

**RENEWAL OF DATA ACCESS AND LICENSE AGREEMENT**

THIS RENEWAL OF DATA ACCESS AND LICENSE AGREEMENT ("Renewal") is made and entered into this 7<sup>th</sup> day of October, 2002, by and between Johnson County, Kansas, a municipal government under the laws of the State of Kansas ("County") under approval and authority of the Systems Management Committee, and the City of Leawood, Kansas, a municipal government under the laws of the State of Kansas ("Licensee").

WITNESSETH:

WHEREAS, the County and Licensee entered into that certain Data Access and License Agreement dated October 18, 1998 ("Agreement"), wherein the parties entered into a licensing agreement for access to and use of the County's database and information systems by Licensee; and

WHEREAS, the Agreement was renewed and now expires on October 21, 2002; and

WHEREAS, the County and Licensee desire to renew the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Renewal, the County and Licensee do hereby agree as follows:

1. The Agreement shall be and is renewed for a period of one year from and after the expiration date of set forth in the most recent renewal agreement. The one-year renewal period shall be from October 22, 2002, to October 21, 2003.

2. Section I. B. 5. of the Agreement is hereby amended by deleting Section I.B.5 and replacing it with the following:

5. RENEWAL. This License may be renewed annually upon Licensee providing to the County written notice of Licensee's renewal accompanied by payment of the licensing fees in effect at the time of renewal. The County's licensing fees are subject to change without notice. Licensee's written renewal notice and payment of licensing fees must be received by the County prior to expiration of the License term or of any renewal term then in effect. Neither renewals nor data requests will be processed or approved by the County unless and until all outstanding fees are paid in full by Licensee. Approval and acceptance of any renewal is within the County's sole discretion and the County reserves the right to deny renewal of this License. If the County elects not to renew this License, the County shall provide written notice of nonrenewal to Licensee within thirty (30) days following expiration of the License term.

Upon Licensee's compliance with this paragraph, this Agreement shall be renewed for a period of one year from and after the expiration date of the Agreement or of any subsequent renewal periods. The terms and provisions of this Agreement shall remain in full force and effect throughout any renewal period. For any renewals requiring modifications of or additions to the terms and provisions of this Agreement, Licensee shall execute a separate renewal agreement setting forth the additional or modified terms. If this Agreement is not renewed, then the Agreement and the License granted hereunder shall expire subject to the terms and conditions set forth in the Agreement.

3. Section III of the Agreement is hereby amended to incorporate the County's current licensing fees. Licensee agrees to pay as a licensing fee the following amounts for the use of the data and information during the one-year renewal period:

The sum of \$165.00 per month for on-line electronic access for a total of \$1980.00 for twelve months of access, plus the sum of \$5,053.39 for the data and information provided digitally with such cost calculated as follows:

<u>Database</u>	<u>Area</u>	<u>Price</u>	<u>Total</u>
Property	14,817 parcels	@\$.052/parcel	\$770.48
Planimetric/Topography	14,817 parcels	@\$.023/parcel	\$340.79
CAMA/OASIS	14,817 parcels	@\$.05/parcel	\$740.85
Aerial Photo	37 sq. miles	@\$4.59/sq. mile	\$169.83
Street Centerline	countywide	\$229.32	\$229.32
Parcel Centroids	14,817 parcels	@\$.012/parcel	\$177.80
City Boundaries	countywide	\$28.66	\$28.66
School Districts	countywide	\$28.66	\$28.66
Census	countywide	\$114.66	\$114.66
Zip Codes	countywide	\$114.66	\$114.66
Digital Property Photos	14,817 parcels	@\$.11/parcel	\$1,629.87
Scanned Plats	681 plats	@\$.50/plat	\$340.50
Subdivision coverage	countywide	\$27.56	\$27.56
Plats coverage	countywide	\$110.25	\$110.25

Color Aerials	37 sq. miles	@\$3.00/sq. mile	\$111.00
Mr. Sid	37 sq. miles	\$100 plus @\$0.50/sq. mile	\$118.50

Total: \$5,053.39

Licensee shall pay \$7,033.39 in full prior to obtaining twelve months of on-line electronic access. Licensee understands that, at this time, the County does not plan to update the color aerial photos. In the event the County updates the color aerial photos and Licensee elects to license the updated photos, then an additional fee will be charged at that time.

4. Except as expressly modified by this Renewal, the terms and provisions of the Agreement and all prior renewal agreements shall remain unchanged and in full force and effect throughout the one-year renewal period.

IN WITNESS WHEREOF, the parties have executed this Renewal as of the day and year first written above.

LICENSEE

By *Peggy Dunn*

October 7, 2002  
Date

Peggy Dunn, Mayor  
Printed Name and Title

JOHNSON COUNTY, KANSAS  
BY SYSTEMS MANAGEMENT COMMITTEE

By *John A. Bartolac*  
John A. Bartolac, County Clerk

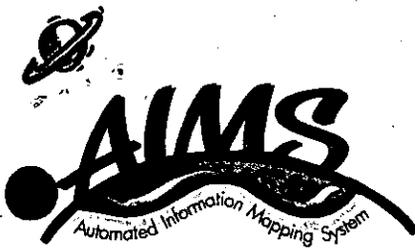
7/23/02  
Date

By *Dennis M. Wilson*  
Dennis M. Wilson, County Treasurer

By *Paul A. Welcome*  
Paul A. Welcome, County Appraiser

APPROVED:  
By *Jay Heermann*  
Jay Heermann, AIMS Director

APPROVED AS TO FORM:  
By *Cynthia Dunham*  
Cynthia Dunham, Asst. County Counselor



September 23, 2002

Mr. Mark Andrasik  
City of Leawood  
4800 Town Center Drive  
Leawood, KS 66211

RE: Data Access License Agreement

Dear Mark:

Attached are two original copies of the Data Access and License Agreement renewal between the City of Leawood and Johnson County Government that has been approved and signed by the County's SMC Committee. Please have the City's representative sign and date both Agreements. One original Agreement should be **RETURNED TO OUR OFFICE** as soon as possible.

I have included an invoice in the amount of \$7,033.39 for the renewal fee. Please forward this to your Accounts Payable division for processing.

If you have any questions, please feel free to call me at 913-715-1507.

Thank you, as always, for "partnering" with AIMS!

Best Regards,

A handwritten signature in cursive script that reads "Jean Joyce".

Jean Joyce  
Executive Assistant

JJ

encl.

RESOLUTION NO. 1811

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT PERSONAL PROPERTY GIFT AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE MEMORANDUM OF GIFT FOR THE OXFORD SCHOOLHOUSE, FROM THE NAOMI J. JAMESON TRUST, JANE L. JAMESON, TRUSTEE, THE RICHARD A. JAMESON TRUST, JAMES R. HUBBARD, TRUSTEE AND JANE L. JAMESON, ["TRUST"].

WHEREAS, the City desires to accept the personal property gift of the Oxford Schoolhouse; and

WHEREAS, the Trust desires to convey such gift; and

WHEREAS, the parties desire to execute a Memorandum of Gift to allow the City to accept such gift and the Trust to convey such a gift.

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

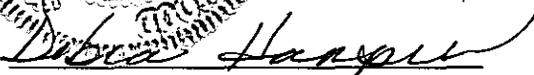
SECTION ONE: That the Governing Body hereby authorizes the Mayor to accept the personal property gift and approves and authorizes the Mayor to execute a Memorandum of Gift for the Oxford Schoolhouse, between the City and the Trust, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

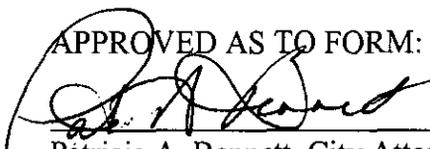
APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Debra Harper, City Clerk

  
Peggy J. Dunn, Mayor

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**Memorandum of Gift  
Oxford Schoolhouse**

By this memorandum, the Naomi J. Jameson Trust, Jane L. Jameson, Trustee, the Richard A. Jameson Trust, James R. Hubbard, Trustee, and Jane L. Jameson (collectively referred to as "Owners") do hereby give to the City of Leawood, Kansas ("City") that certain structure known as the Oxford Schoolhouse and its accessory structures (collectively referred to as the "Oxford Schoolhouse"), currently located on property owned by Owners at 135<sup>th</sup> and Mission Road, Leawood, Kansas.

Owners hereby affirm that they have good title to the Oxford Schoolhouse and hereby convey such title to the City, effective this 7<sup>th</sup> day of October, 2002.

Owners further agree that the Oxford Schoolhouse may remain on the property located at 135<sup>th</sup> and Mission Road until such time as the City has prepared the structure to be moved and has otherwise prepared a location to receive the structure. Provided, however, that City will, within sixty days of receipt of written notice from the Owners, remove the Oxford Schoolhouse from the property. Owners also agree that City and its employees, agents and contractors may go on to the property for the purpose of moving the Oxford Schoolhouse and to prepare the structures for the move. City shall require any person going on to the property to be appropriately insured.

City further agrees that, within 30 days after removal of the Oxford Schoolhouse from the property, that City will clear any remaining debris, including foundation materials, from the site and will fill and grade the property to blend in with existing grades.

NAOMI J. JAMESON TRUST

By: Jane L. Jameson Trustee  
Jane L. Jameson, Trustee

RICHARD A. JAMESON TRUST

By: James R. Hubbard Trustee  
James R. Hubbard, Trustee

JANE L. JAMESON

By: Jane L. Jameson  
Jane L. Jameson

[SEAL]

Peggy Dunn  
Peggy Dunn, Mayor

ATTEST:

Deb Harper  
Deb Harper, City Clerk

**ACKNOWLEDGMENT**

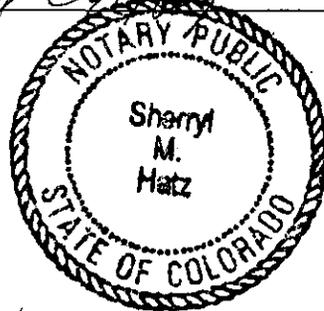
STATE OF Colorado ]  
] ss.  
COUNTY OF Jefferson ]

BE IT REMEMBERED, that on this 13<sup>th</sup> day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, came **JANE L. JAMESON, TRUSTEE of the Naomi J. Jameson Trust**, known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IT WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Sheryl M. Hatz  
Notary Public

My Commission Expires: 12-22-04



**ACKNOWLEDGMENT**

STATE OF KS ]  
] ss.  
COUNTY OF JOHNSON ]

BE IT REMEMBERED, that on this 12 day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, came **JAMES R. HUBBARD, TRUSTEE of the Richard A. Jameson Trust**, known to me to be the same person who executed the within instrument, and such person duly acknowledged the execution of the same.

IT WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Joan G. Slevin  
Notary Public

My Commission Expires: 1/29/05





RESOLUTION NO. 1810

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['CITY'] AND THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, ['BOCC'] PERTAINING TO THE DESIGN OF JB-04-008 STORMWATER MANAGEMENT ADVISORY COUNCIL [SMAC] PROJECT, FROM LEE BOULEVARD TO STATE LINE BETWEEN 103<sup>RD</sup> STREET AND I-435.

WHEREAS, Leawood and the BOCC desire to make certain improvements to the design of JB-04-008 SMAC project; and

WHEREAS, the governing bodies of Leawood and the BOCC are authorized to enter into the Agreement, attached hereto as Exhibit 'A.

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

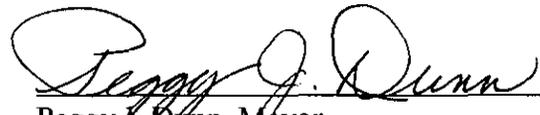
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Interlocal Agreement between the City of Leawood, Kansas and the Board of County Commissioners of Johnson County, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

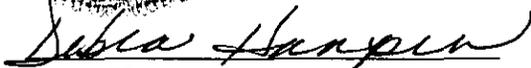
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**Interlocal Agreement between  
Johnson County and the City of Leawood  
For Design of a Stormwater Management Project known as  
Improvements on James Branch at  
Lee Boulevard, State Line, State Line, 103rd and I-435  
JB-04-008**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Leawood (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailers sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the design of the stormwater management project identified as Improvements on Lee Boulevard, State Line, State Line, 103rd and I-435 (the "Project Design"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## Agreement

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project Design shall be undertaken, designed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
2. **Design Costs.** The parties acknowledge and agree that this agreement only obligates the parties to proceed with design of the Project. For budget and accounting purposes, the estimated cost of the Project Design is Two Hundred Forty Thousand Dollars (\$240,000).
3. **Engineering and Design Services.** The City shall be responsible for the selection of qualified engineering professionals to provide engineering services for the design of the Project. The City may provide engineering services, in whole or in part, for the Project Design utilizing qualified City personnel. The City agrees to provide to the County for review the identity and the qualifications of engineering professionals and City personnel under consideration by the City prior to entering into any binding contract for engineering services and prior to permitting any City personnel to perform engineering services relating to the Project Design. The County shall have the right, but not the obligation, to comment upon the qualifications or suitability of the engineering professionals and City personnel. Upon the request of the County Engineer, the City agrees to provide additional information or clarification, if available, regarding the qualifications of the engineering professionals or City personnel.

It shall be the City's duty and obligation to select only qualified engineering professionals and to permit only qualified City personnel to perform Project Design related services. The parties agree that the County has no obligation to comment upon, evaluate, or object to the qualifications of any engineering professional or City personnel and the County's failure to do so shall not be deemed an approval of the engineering professional or the City personnel. In the event the County Engineer determines that the City's selection of an engineering professional or City personnel is not in the best interests of the Project, the County Engineer may request the City to reconsider its selection. Upon such request, the City shall either select a different engineering professional or City personnel, as the case may be, or shall seek a reconsideration by the County Engineer. In the event the City and the County cannot agree upon the selection, either party may terminate this agreement upon fifteen days notice to the other, and from and after the date of such termination, neither party shall have any further duties or obligations under this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City as provided in this agreement subject to any limitations on reimbursement set forth in the Policy and Procedures and this agreement.

4. **Preliminary Engineering Study.** The City shall, within \_\_\_\_ days from the effective date of this agreement, provide the County Engineer with a preliminary engineering study ("Preliminary Study") that satisfies the requirements set forth on the attached Exhibit A. The Preliminary Study shall be performed by qualified engineering professionals or by qualified City personnel, or both, subject to the provisions of this agreement. In general, the Preliminary Study shall define the proposed scope of the Project, analyze the impact of the Project on upstream and downstream property, suggest alternative solutions or approaches to stormwater control, and must establish a preliminary estimate for design and construction costs. The costs and expenses incurred by the City in connection with the Preliminary Study shall be reimbursable, subject to the limitations on reimbursement contained in the Policy and Procedures and in this agreement.
5. **Estimated Project Cost.** The parties acknowledge and agree that the County Stormwater Management Program has established an estimated total design cost of the Project of Two Hundred Forty Thousand Dollars (\$240,000) based upon engineering and design assumptions that the Preliminary Study may or may not confirm. The parties shall, upon the completion of the Preliminary Study, analyze and consider the proposed scope and conceptual design of the Project as set forth in the Preliminary Study. If the parties cannot agree upon the scope or conceptual design of the Project, then either party may terminate this agreement upon fifteen days notice to the other. Upon such termination, the City shall be reimbursed by the County for costs and expenses incurred in connection with the Preliminary Study subject to the limitations set forth in the Policy and Procedures and in this agreement.
6. **Option to Terminate.** In the event the Preliminary Study reveals that the estimated cost of Project Design exceeds either City or County expectations, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the delivery of the Preliminary Study to the County. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute a higher percentage of the estimated Project Design costs sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project Design costs shall be increased accordingly.

Within forty-five days after the date the Preliminary Study is received by the County, the County agrees to either:

- A. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project, or;
- B. Authorize the City to proceed with the preparation of the "Preliminary Project Plans and Specifications" (as defined in this agreement).

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute a higher percentage of the estimated Project Design sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for Project costs shall be increased accordingly. If the City does not elect to participate in a higher percentage of the estimated Project Design costs, this agreement shall automatically terminate on the thirty-first day following the date on which the County gave its notice of intent to terminate this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

- 7. **Notice to Affected Municipalities.** The City shall contact all upstream and downstream municipalities that possibly may be adversely affected by the Project and shall inform such municipalities of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from any upstream or downstream municipality. The City agrees that it shall provide the upstream and downstream municipalities with an opportunity to review and comment upon the Preliminary Study prior to submitting the Preliminary Study to the County. The City shall keep the municipalities informed during the design, planning, and construction phases of the Project.
- 8. **Project Plans and Specifications.** Within \_\_\_\_\_ days following the County's notice to proceed with the preparation of "Preliminary Plans and Specifications" (as defined below), the City shall provide the County with a copy of the preliminary plans and specifications for the Project which shall include, without limitation, all proposed and draft engineering and construction documents, plans, drawings, construction schedules, cost estimates, and

bid and contract documents ("Preliminary Plans and Specifications"). The County may, at its option, provide written comments and suggestions to the City regarding the proposed Preliminary Plans and Specifications and shall do so, if at all, within forty-five days from the date of receipt by the County of the Preliminary Plans and Specifications. Any comment, suggestion, approval, or disapproval by the County with respect to the Preliminary Plans and Specifications, or any portion thereof, shall be for the sole benefit of the City for its use and consideration in preparing its "Final Plans and Specifications" for the Project which shall include, without limitation, all final engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents. It is expressly understood and agreed that the County's approval or disapproval of the Preliminary or Final Plans and Specifications shall not be considered, nor argued by the City in any court or proceeding, as a representation or warranty that the Plans and Specifications comply with or meet engineering or design principles or criteria or any applicable law.

The City shall submit its Final Plans and Specifications to the County for review within \_\_\_\_\_ days from the expiration of the forty-five day Preliminary Plans and Specifications review period. It is acknowledged and agreed by the parties that the County's role, and the purpose of the County's review, is to satisfy itself, to the extent practical, that the Project, as designed, is likely to meet the stormwater control desired and contemplated by Stormwater Management Program. As part of the County's review of the Preliminary and Final Plans and Specifications provided for in this agreement, the City agrees to and shall submit to the County for review a copy of the proposed construction contract or contracts for the Project.

In the event the City and the County cannot agree upon the Preliminary or the Final Plans and Specifications, either party may terminate this agreement upon fifteen days notice to the other and from and after the date of such termination neither party shall have any further duties or obligations under this agreement. In the event of such termination, the City shall be entitled to reimbursement for actual costs and expenses incurred in the preparation of the Preliminary Study and the Preliminary and Final Plans and Specifications, subject to any limitations on reimbursement contained in the Policy and Procedures or this agreement.

9. **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project Design in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Project Design. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

The City shall submit to the Finance Director, upon execution of this agreement, a monthly projection of cash flow expenditures for the design of the Project, in substantially the form set out in Exhibit B attached hereto.

10. **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project Design as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the County Engineer detailing total Project Design costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Engineer may require the City to supplement the Payment Request as needed to satisfy the County Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to seventy-five percent (75%) of the Payment Request.

11. **Limitation of Liability.** It is understood and agreed by the City to indemnify and hold the Board harmless for and from any costs, expenses or liabilities which result from actions or omissions of the City or its employees relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

12. **Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:**
- A. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
  - B. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit \_\_\_\_\_ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
  - C. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.
  - D. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:
  - E. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
  - F. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
  - G. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.
  - H. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
  - I. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. The City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall

bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

13. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

**If to the County:**

Mac Andrew, P.E.  
Director of Infrastructure & Transportation  
Johnson County Public Works  
1800 West 56 Highway  
Olathe, Kansas 66061

**If to the City:**

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

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

14. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

**Board of County Commissioners  
of Johnson County, Kansas**

**City of Leawood**

\_\_\_\_\_  
Susie Wolf, Chairman

\_\_\_\_\_  
*Peggy J. Dunn*  
Peggy J. Dunn, Mayor

Attest:

Attest:

\_\_\_\_\_  
John A. Bartolac  
County Clerk

\_\_\_\_\_  
*Susie Harper*  
City Clerk

Approved as to Form

Approved as to Form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
*John A. Bartolac*  
City Attorney

RESOLUTION NO. 1809

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND CUSTOM LIGHTING ["CUSTOM"], PERTAINING TO THE MAINTENANCE OF THE CITY'S STREET AND TRAFFIC LIGHTS.**

WHEREAS, the City is in need of the service provided by Custom; and

WHEREAS, Custom provides such services; and

WHEREAS, the parties desire to execute a maintenance agreement to allow Custom to provide such services.

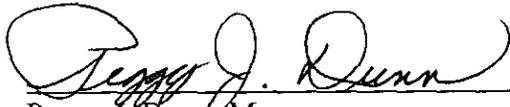
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

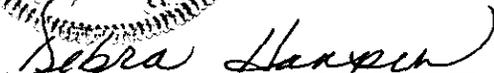
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Maintenance Agreement between the City and Custom, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

## SUBCONTRACTOR AGREEMENT

The parties to this Subcontractor Agreement are Custom Lighting Services, L. L. C., a Delaware Limited Liability Company and City of Leawood, Kansas. This Agreement is dated September 16, 2002.

- I. DEFINITIONS.** The parties agree that the following terms shall have the following meanings:
- A. OWNER.** City of Leawood, Kansas.
  - B. CONTRACTOR.** Custom Lighting Services, L. L. C., and its officers, directors, owners, employees, agents, assigns, and successors.
  - C. NOTICE TO CONTRACTOR.** Notice to Custom Lighting Services, L. L. C.; 6001 Front Street, Kansas City, MO 64120, Attention: Bryan Wilkerson, telephone number 816-483-0257.
  - D. NOTICE TO CITY OF LEAWOOD.** Notice to City of Leawood, Kansas. 4800 Town Center Drive, Leawood, Kansas, 66211. Attention: Joe Johnson, Telephone 913-339-6700 x131.
  - E. SERVICES.** Maintenance services where City of Leawood, Kansas directs and according to Scope of Maintenance Services.

## II. SERVICES.

**Scope of Maintenance Services.** Parties agree that streetlight maintenance services shall include survey, pole numbering, one time group relamp, customer service/ dispatch, night patrols, and spot relamping. Items outside of the scope of streetlight maintenance services include, but are not limited to, knock down repairs, underground cable repair and/ or replacement, leaning poles and pole painting.

1. **Survey.** Contractor shall prepare an initial survey of the system that will capture certain attributes relevant to location, condition, and type of pole. This information will be loaded into the CMM database, which will assist the City in complying with GASB34.
2. **Condition Assessment.** The Contractor will conduct an initial night survey assessment of the street lighting asset within fifteen (15) days of execution of the Agreement. A report will be forwarded to the City detailing outages and units requiring replacement or repair. Upon written authorization by the City, these shall be repaired by the Contractor and billed per the attached Unit Price Schedule. (i.e. Missing hand hole covers, leaning poles, lights not working, etc.)

3. **Pole Numbering.** Pole numbering is necessary to ensure the timely service that both the Contractor and the City of Leawood wish to provide. It insulates the Owner and the Contractor from exposure to otherwise warrantable material defects, and minimizes the occurrence of callbacks associated with the inability of the Contractor to pinpoint the precise location of outages. All poles will be numbered by Contractor within sixty (60) days of execution of this Agreement. The pole numbering sequence will be approved by the City of Leawood.
4. **Group Relamp.** A group relamp and lens cleaning of the entire system will be performed by Contractor within 60 days of execution of the contract.
5. **Customer Service/Dispatch.** Contractor shall provide a twenty-four (24) hour customer service/dispatch phone line for lighting inquiries and outage reports.
6. **Night Patrols.** Contractor shall provide monthly night patrols whereby every streetlight and traffic signal shall be checked once each month. The Contractor shall provide a written report to the City the results of the night patrols.
7. **Spot Relamping.** Contractor shall commence repairs of early lamp burnouts or day burners within forty-eight (48) hours of Contractor receiving notification or patrol discovery; this replacement will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.
8. **Repair Response.** Contractor shall respond to light out calls within forty-eight (48) hours. In most instances, repairs will be made immediately to restore the light to working order. However, some types of maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall perform the same as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage. Repairs requiring special factory orders shall be completed within fourteen (14) days after receipt of material. Repair response time shall be subject to adjustment for inclement weather defined as: when rain, sleet or snow is falling in sufficient amounts to be apparent that to start work or to continue work outside would result in unsafe work conditions. Contractor will not be required to perform outside work during inclement weather unless such work is necessary to protect life or property.
9. **Monthly Reports.** Contractor shall provide monthly reports to verify response times of maintenance crews to light out calls and shall be attached with monthly invoice.

10. **Penalties.** Contractor agrees that time is of the essence in this agreement and that it shall pay City \$25.00 per day for any violation of the response time requirements of this Agreement. -
11. **Streetlight Pole Knockdown and Streetlight Cut Cable Restoration.** Contractor shall make all repairs to downed poles and cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all streetlights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such information or assistance is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.
12. **Traffic Signal Pole Knockdown and Traffic Signal Cut Cable Restoration.** Contractor shall make all repairs to downed traffic signal poles, cut traffic signal cables and any damages caused by third party at the rate of time and material plus fifteen (15) percent.
13. **Decorative Poles-** The maintenance services are to include decorative poles under the same payment provisions. Any additional costs incurred by the Contractor above the standard pole costs due to, but not limited to, third party damages. Should the Contractor be unable to collect from said third party, Contractor shall be reimbursed by the City at the cost plus fifteen (15) percent.
14. **Computerized Maintenance Management System (CMMS) and Streetlight System Data.** The Contractor shall utilize the CMMS to document adherence to the Agreement. City of Leawood will provide available streetlight system data in an Excel Spreadsheet format for use in the population of the CMMS database within fifteen (15) days of execution of this Agreement. Read-only, dial-in access to our CMMS is available to monitor maintenance performance and work order process on a real time basis.
15. **Emergency Services.** Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Such conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting and/ or traffic signals. Conditions not considered to present public peril shall be removed within four (4) hours.
16. **Force Majeure.** Contractor shall not be considered in default of this Agreement for delays in performance, nor shall the Contractor be held responsible for maintenance costs caused by circumstances beyond the reasonable control of the Contractor. For purposes of the Agreement, such circumstances include, but not limited to: severe unanticipated weather, acts of God, fire, civil or military authority, orders of court or regulatory agencies, and other causes reasonably beyond the control of the Contractor.

17. **Locating Services.** This agreement does not include any locating services.
18. **Supplemental Services.** All other repairs not specifically listed in paragraph II.A, including, but not limited to leaning poles and pole paints, shall be billed per the attached Unit Price Schedule, as Supplemental Services.
19. **Electronic Files.** City of Leawood will make the electronic files approved by the Director of Public Works and associated with the scope of work, available to the Contractor at no charge. These electronic files shall display streetlight attribute information, street lighting circuitry and location of City owned streetlights. These maps will be updated in AutoCAD complete with the assigned pole numbers and unit attributes. Copies of these maps will be available at a processing charge of \$50 per map.
20. **Pole Painting.** Contractor will provide pole painting to City at an additional fee to be negotiated between the parties.
21. **Responsibility of Contractor.** The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect work from damage and all injury to the same, before the completion and acceptance of the work under this Contract shall be made good by the Contractor. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of Contractor or subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided. The Contractor shall be responsible to the Owner for any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.
21. **Permits and Responsibilities.** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City of Leawood permits. The City agrees to furnish permits required by the City to the Contractor at no charge.

III. **TERM.** The term of this Agreement shall be four (4) years from the date of execution and will be automatically renewed annually unless notified otherwise. Owner or Contractor may terminate this Agreement, with or without cause, upon 30 days notice. The City recognizes that Contractor will be furnishing additional services upfront that will not be recovered should this Agreement be terminated prior to four (4) year completion. If the City terminates this Agreement prior to the fulfillment of the Contract, and without cause, City shall pay the following amounts to compensate for Contractor's upfront costs:

- a) Termination after the first year, the City will pay Contractor \$37,800.00.
- b) Termination after the second year, the City will pay Contractor \$25,200.00.
- c) Termination after the third year, the City will pay Contractor \$12,600.00.

IV. **PAYMENT PROVISIONS.**

- The annual per unit price to maintain approximately 1700 lights is \$40/unit. (Hereinafter the "annual maintenance price"). A "unit" is defined as one fixture. The unit price includes all necessary materials to maintain the streetlight system except for non-standard streetlight material. Any non-standard material will be billed to the City at cost plus 15%.
- The annual maintenance price shall include the basic streetlight survey, pole numbering, group relamp, and basic maintenance services. For traffic signals it shall include spot relamping and controller maintenance. It shall not include controller programming, correction of controller programming errors or third party damages.
- The condition assessment will be an extra to the annual maintenance price and shall be paid at time and material (see attached rates).

The annual maintenance price and the annual signal price shall be paid in 12 equal monthly installments. Contractor shall bill Owner for each monthly installment and Owner shall, within 30 days, remit payment:

- Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.
- Should this Agreement renew, the annual maintenance price shall be subject to further negotiation between the parties.
- The annual unit price to maintain the 21 existing traffic signal intersections is \$800/per intersection. For purposes of this paragraph, a "unit" is defined as per intersection (Hereinafter, the annual signal price). Any work associated with a knockdown or third party damage would be an extra to this unit price at

time and material plus fifteen (15) percent. *Attachment A* lists the location of the traffic signals maintained by the City.

- **Payment for Supplemental Services performed under the Agreement.** Upon substantial completion of a Supplemental Service by Contractor and acceptance by City of Leawood, Contractor shall submit an invoice for the full amount. City of Leawood agrees to pay the invoice in full within thirty (30) days of receipt of invoice.

## V. WARRANTY.

- A. **Contractor's Warranties.** Contractor warrants that its employees and agents shall be competent, qualified and professional and use their best personal knowledge and judgment, and that all materials and services Contractor provides pursuant to this Agreement shall be free from defects in workmanship and material, of suitable quality, merchantable, and fit for the purpose for which they are intended for a period of one full year after installation.

Whenever the Owner shall notify the Contractor that any person engaged by Contractor is, in its opinion, incompetent, unfaithful, or disorderly or who uses threatening or abusive language to any person representing the Owner when on the work, such persons shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Owner.

## VI. WORK PROVISIONS.

- A. **Safety, Protection of Work.** In performing this Agreement, Contractor shall furnish continuous and effective measures and protection to safeguard the employees and agents of Contractor, Owner, and any third party and to further protect and safeguard other persons within the working area, as well as the property of Owner, Contractor, and any third party.
- B. **Compliance with Codes and Laws.** Contractor warrants that it will comply with all federal, state and local requirements applicable to the performance of this Agreement including without limitation corporate, business, tax, employment, affirmative action, equal employment opportunity, and environmental laws and regulations (including, among other laws, OSHA; the Federal Insurance Contributions Act; the Federal Unemployment Tax Act; the 1988 Hazard Communication Standard, the comprehensive Environmental Response, Compensation and Liability Act; the Toxic Substances Control Act; and the Resource Conservation and Recovery Act; and amendments), and acquire any necessary certificates, licenses, or permits. The National Electrical Safety Code is applicable. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any

person in the performance of work under the Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Contractor shall include the phrase, "equal opportunity employer"; if Contractor fails to comply with the manner in which Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present agreement and it may be canceled, terminated or suspended, in whole or in part, by Owner; if Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Contractor shall be deemed to have breached the present agreement and it may be canceled, terminated or suspended, in whole or in part, by Owner; and Contractor shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

All work performed and all operations of the Contractor or its employees, and subcontractors, if any, within the limits of street or highway rights-of-way shall be in conformity with the requirements, and be under the control, through the Owner, of the street or highway authority owning, or having jurisdiction and control over such rights-of-way in each case.

- C. Independent Contractor.** The Contractor, in performing this Agreement, is an independent Contractor. The Contractor shall not assign this Agreement without the prior written permission of Owner.
- D. Owner's Right to Inspect Work and Contact Customers.** City of Leawood shall have the right to monitor Contractor's compliance with the Agreement.
- E. Control of Traffic.** Local traffic on all streets shall be carried through work whenever possible. Detours of traffic will be permitted when necessary and with the prior permission of the Owner. Streets may be closed for short periods of time under authority of proper permits issued by the City or Authority having jurisdiction. However, the Contractor shall conduct its work so as to interfere as little as possible with public travel, whether vehicular or pedestrian, on such streets. Proper notification to County and City Police Departments and to Fire Districts shall be given by the Contractor before closing any public thoroughfare. Where service operations require the closing of private driveways, the Contractor shall give adequate notice to the owner or owners thereof and, where necessary, shall provide temporary access to private property. Contractor will not be held responsible for fees associated with any permits.
- F. Clean up of Sites.** All work sites shall be kept as clean, neat and orderly as possible at all times. Stockpiling of debris and unsuitable materials beyond normal working demands shall not be allowed. Immediately after service operations are complete, all equipment, debris and unsuitable materials shall be completely removed from the site in order to minimize the damage to finished work and inconvenience to the public and adjoining property owners.

**G. Right of Way Limits.** The Contractor shall confine service operations to the right-of-way limits and easements provided for the project. Equipment or materials shall not be stored beyond these limits without the express written approval of the owner of such property.

**H. Subcontractor.** Prior to commencing any services under this Contract, the Contractor shall submit to the Owner a list of all subcontractors to perform portions of the work on the project. No work shall be commenced until the Owner shall have approved the subcontractor list.

## **VII. DEFAULT AND DISPUTE REMEDIES.**

**A. Contractor's Default.** Contractor shall be in default of this Agreement if 1.) It is in breach of any materials provision of this Agreement; 2.) If it is a debtor in or the subject of any voluntary or involuntary bankruptcy, reorganization, liquidation, receivership, or dissolution proceeding; or 3.) If it becomes insolvent or fails to operate as a going concern. If Contractor defaults, City of Leawood may cancel this Agreement upon seven (7) days of notice to Contractor, if Contractor does not - cure within the seven (7) day notice period, and, notwithstanding paragraph III above, no further costs will be due to Contractor, .

**B. Diligence in Performance.** During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

## **VII. INSURANCE.**

General: The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect itself and the interests of the Owner and agents of the Owner against all hazards or risks of loss as hereinafter specified. Such amounts and requirements of insurance procurement shall be as set forth in *Attachment B*, attached hereto and incorporated herein. Owner shall be listed as an additional insured on such policies.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the Owner before any policy covered thereby is changed or canceled.

(a) Workers' Compensation and Employer's Liability. As required by state law.

### **A. Miscellaneous.**

**1. Waiver.** No delay or omission by either party in exercising any right

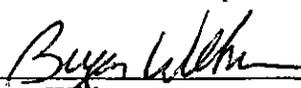
under this Agreement shall operate as a waiver of that or any other right.

2. **Choice of Law.** The Agreement shall be construed, interpreted and enforced in accordance with the laws of Kansas.
3. **Severability.** If any provision of the Agreement is invalid, such provision shall be deemed omitted, but the remaining provisions of the Agreement shall be given full force and effect.
4. **Headings.** The headings in the Agreement are for convenience only and do not define the rights and duties of the parties.
5. **Modifications.** The Agreement may be modified only in a writing signed by both parties.
6. **Entire Agreement.** Contractor and City of Leawood agree that this Agreement, supersedes all prior agreements and understandings, whether written or oral, relating to this Agreement.
7. **Benefit.** Subject to the terms and conditions hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
8. **Payment of Sales and Use Taxes.** It is contemplated that Contractor shall not be responsible for any taxes associated with the performance of the Scope of Work in this Agreement. A municipal exemption shall be provided. If municipal exemption is not provided, taxes shall be added to unit prices.
9. **Indemnification.** Contractor shall indemnify and hold the Owner harmless from any and all damages, costs, attorneys fees, other fees or any other cost incurred by Owner due to a claim, cause of action, allegation, or other complaint, whether actual or alleged to have occurred due in whole or in part to the error, omission, act or inaction of Contractor or its employees, agents, subcontractors, or officers.
10. **Termination.** In addition to other methods set forth in this Agreement, the City may terminate this contract, for cause, if Contractor fails to satisfy the response time average, of less than 49 working hours for routine maintenance outages and less than 12 working days for knock downs and cut cable repairs, in any quarter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

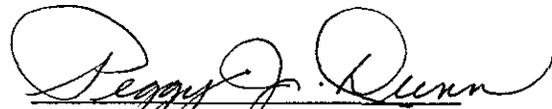
**Custom Lighting Services, LLC**

By:

  
\_\_\_\_\_  
Bryan Wilkerson  
Construction Manager

9-25-02  
Dated

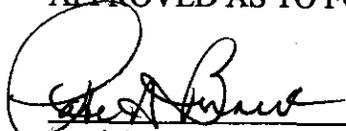
**CITY OF LEAWOOD**

  
\_\_\_\_\_  
MAYOR PEGGY J. DUNN

ATTEST:

  
\_\_\_\_\_  
City Clerk, Debra Harper

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**CLS Labor rate schedule for City of Leawood- effective to August 24, 2003**

<b>Item</b>	<b>Labor Description</b>	<b>Regular Hourly Rate</b>	<b>Time &amp; Half Rate</b>	<b>Double Time Rate</b>
1	General Foreman	\$ 54.50	\$ 80.66	\$ 106.82
2	Foreman	\$ 42.15	\$ 62.38	\$ 82.62
3	Journeyman Lineman	\$ 37.70	\$ 55.80	\$ 73.89
4	Operator	\$ 34.14	\$ 50.53	\$ 66.92
5	Groundman	\$ 20.91	\$ 30.95	\$ 40.99
10	5th Step Apprentice	\$ 29.46	\$ 43.61	\$ 57.75

Note: The above hourly prices do not include any applicable sales tax

**CLS equipment rate schedule for City of Leawood- effective to August 24, 2003**

<b>Item</b>	<b>Equipment description</b>	<b>Hourly Rate</b>
1	Pickup	\$ 8.00
2	35 foot Bucket Truck	\$ 16.00
3	55 foot Bucket Truck	\$ 22.00
4	Digger / Derrick	\$ 22.00
6	Boom Truck	\$ 20.00
7	Rubber Tire Backhoe/Loader (580 or equivalent)	\$ 22.00
8	Skid Steer Loader	\$ 14.00
9	Tamden Tractor	\$ 18.00
10	Dump Truck - Single Axle	\$ 16.00
11	Dump Truck - Tamden Axle	\$ 22.00
12	Directional Boring Machine - 2"	\$ 55.00
13	Trencher 5110 or equivalent	\$ 32.00
14	Trencher w/ Plow	\$ 32.00
15	Air Compressor - 185 cfm	\$ 13.00
16	Hydraulic Hoe Ram (for 580 or equivalent)	\$ 7.00
17	Utility Trailer	\$ 3.00
18	Gooseneck trailer	\$ 3.00
19	Float Trailer	\$ 4.00
20	35 ton Lowboy Trailer	\$ 12.00
21	Pole Trailer	\$ 4.00
22	Wire trailer	\$ 4.00
23	Concrete Saw - Walk behind 65 hp (blades extra)	\$ 15.00
24	Concrete Saw - Hand	\$ 4.00
25	Flasher Arrow Board	\$ 5.00

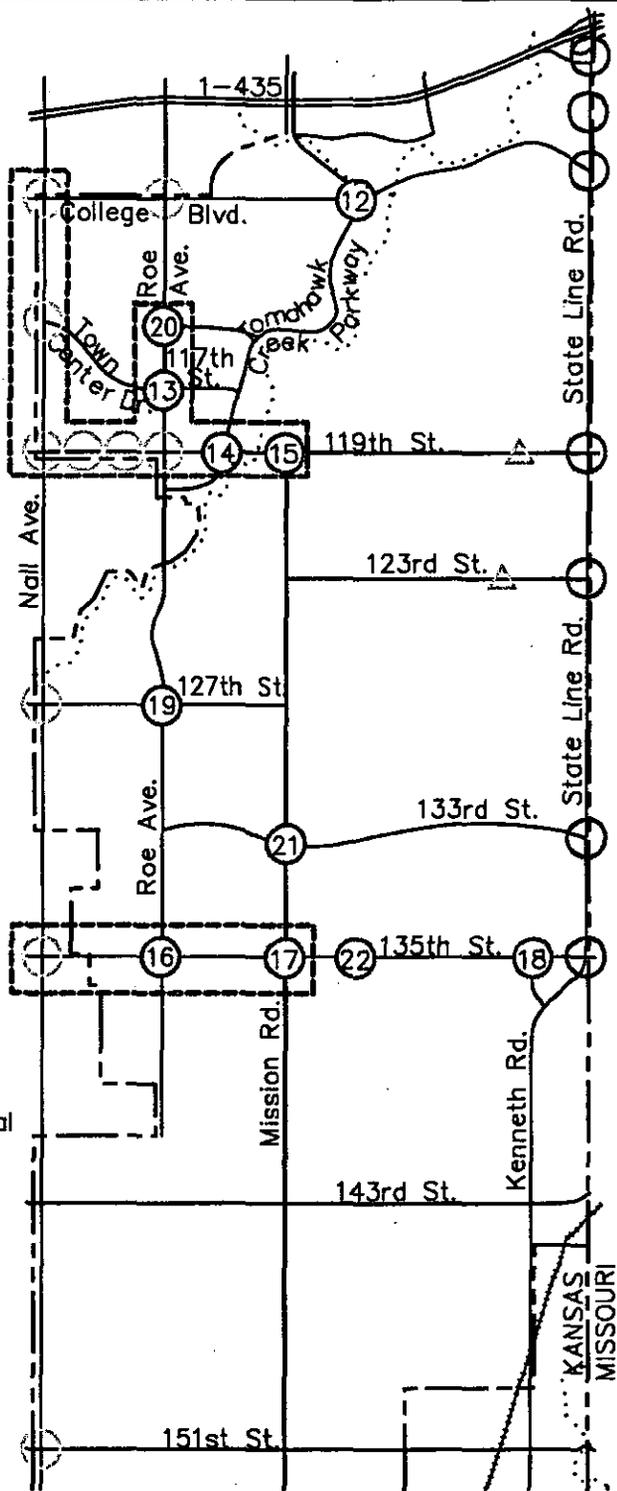
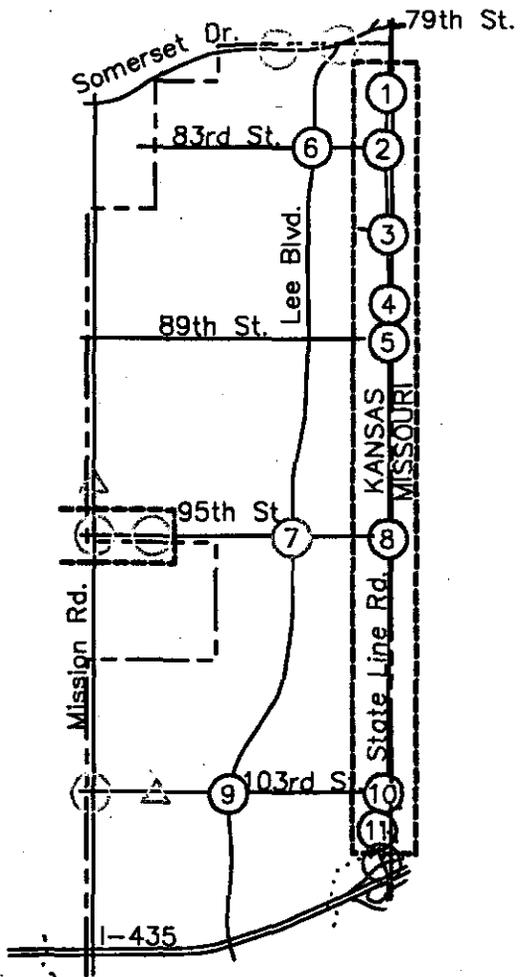
Notes:

1. All rates include oil, fuel and normal maintenance
2. The rates do not include operator costs, moving of equipment, or sales tax.

# ***ATTACHMENT A***

## ***LEAWOOD OWNED TRAFFIC SIGNAL LOCATIONS***

1. 81<sup>st</sup> Street and State Line Road
2. 83<sup>rd</sup> Street and State Line Road
3. 85<sup>th</sup> Terrace and State Line Road
4. 8800 Driveway @ Ward Parkway and State Line Road
5. 89<sup>th</sup> Street and State Line Road
6. 83<sup>rd</sup> Street and Lee Boulevard
  
8. 95<sup>th</sup> Street and State Line Road
9. 103<sup>rd</sup> Street and Lee Boulevard
10. 103<sup>rd</sup> Street and State Line Road
11. 103<sup>rd</sup> Street Terrace and State Line Road
12. College Boulevard and Tomahawk Creek Parkway
13. 117<sup>th</sup> Street/Town Center Drive and Roe Avenue
14. 119<sup>th</sup> Street and Tomahawk Creek Parkway
15. 119<sup>th</sup> Street and Mission Road
16. 135<sup>th</sup> Street and Roe Avenue
17. 135<sup>th</sup> Street and Mission Road
18. 135<sup>th</sup> Street and Kenneth Road
19. 127<sup>th</sup> Street and Roe Avenue
20. 115<sup>th</sup> Street and Roe Avenue
21. 133<sup>rd</sup> Street and Mission Road
22. 135<sup>th</sup> Street and Pawnee



Legend

- Leawood Signal
- Overland Park Signal
- MO Hwy Trans Dept Signal
- △ KCPL Pedestrian Crossing
- ▭ Coordinated Corridor
- Prairie Village Signal
- KCPL Signal
- KCMO Signal

**TRAFFIC SIGNALS**



*City of Leawood*

4800 Town Center Drive / Leawood, Kansas 66211 / (913) 339-6700

# ***ATTACHMENT B***

## **INSURANCE REQUIREMENTS:**

Prior to the signing of this contract the Contractor shall advise the City Treasurer in writing of any outstanding claim(s) which have or might substantially (\$10,000 or more) reduce the aggregate limit of the Liability policies pertinent to the Contract.

The Contractor shall promptly notify the City's Treasurer, upon receipt of notice of any claim in connection with the Contract, or any other contract in which the Contractor may be involved providing full details of the claim, including an estimate of the loss or liability.

The Contractor shall promptly notify the City's Treasurer of any reduction in limits (exceeding \$10,000.00) of protection afforded under any policy listed in the Certificate(s), or otherwise required by the Contract Documents, whether or not such impairment came about as a result of this Contract.

In the event the City's Treasurer shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City's Treasurer shall determine such limits inadequate (for the protection for the City) to allow the completion of the contract, the Contractor shall, upon notice from the City's Treasurer, promptly arrange for reinstatement of the original limits of liability required hereunder and shall furnish the City's Treasurer with evidence thereof.

### **(c) Insurance required-**

#### **(1.) General Liability**

<b><u>COVERAGE</u></b>	<b><u>LIMITS</u></b>
A) Bodily Injury & Property Damage Liability	\$1,000,000 any one occurrence subject to the Products/Completed Operations and General Aggregate Limits
Fire Damage Liability	\$ 50,000 any one fire subject to the Coverage A occurrence and the General Aggregate Limits of Liability

**COVERAGE**

**LIMITS**

B) Personal and Advertising	\$1,000,000 any one person or organization
Injury Liability	subject to the General Aggregate Limits of Liability
Aggregate Limits of Liability	\$2,000,000 Products/Completed Operations Aggregate
	\$2,000,000 General Aggregate (other than Products Completed Operations)
C) Medical Payments	\$ 5,000 any one person subject to the Coverage A Occurrence and the General Aggregate Limits of Liability

(2.) Automobile Liability-

The policy must pay all sums the Contractor must legally pay as damages because of Bodily injury or Property Damage claims arising from the ownership, maintenance or use of all owned, hired and/or non-owned vehicles.

A) Liability	\$1,000,000
B) Uninsured Motorist Coverage	\$1,000,000

(3.) Umbrella or Excess Liability

A) Liability	\$2,000,000
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RESOLUTION NO. 1808

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND GEORGE BUTLER ASSOCIATES, INC., CONSULTING ENGINEERS ['ENGINEER'], PERTAINING TO THE 2002 BRIDGE INVENTORY PROJECT.

WHEREAS, the City is in need of services provided by Engineer; and

WHEREAS, Engineer provide such services; and

WHEREAS, the parties desire to execute Supplemental Agreement No. 1 to allow Engineer to provide such services.

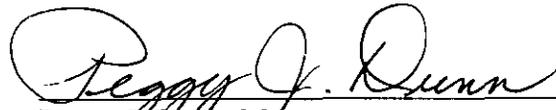
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

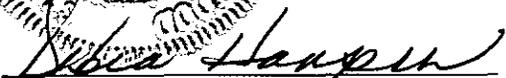
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute Supplemental Agreement No. 1 between the City and Engineer, in the amount of \$3,753.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**SUPPLEMENTAL AGREEMENT NO. 1**

**TO**

**ENGINEERING SERVICES AGREEMENT  
(DATED APRIL 15, 2002)**

**BETWEEN**

**THE CITY OF LEAWOOD**

**AND**

**GEORGE BUTLER ASSOCIATES, INC.**

**ARTICLES OF AGREEMENT**

This Supplemental Agreement has been prepared in accordance with provisions of Sections III and IV of the Engineering Services Agreement dated April 15, 2002, having been executed by the City of Leawood as "CITY" and George Butler Associates, Inc., as "ENGINEER" and subsequently referred to herein as the "PRIME AGREEMENT".

This Supplemental Agreement covers additional engineering services required to complete a bridge inventory on a bridge under Tomahawk Creek Parkway and perform a rehabilitation versus replacement study on the Old Mission Road jogging trail bridge. Services to be provided hereunder, and the basis of payment for these services, are described in the following sections of this Supplemental Agreement.

**SECTION I - PROJECT**

The CITY agrees that the project should include the inventory of the Tomahawk Creek Parkway RCB bridge, which has never before been inventoried, and a study of how to best upgrade the Old Mission Road jogging trail bridge.

**SECTION II - SCOPE OF SERVICES**

Upon execution of this Supplemental Agreement by the CITY the ENGINEER shall provide the following services in addition to the Basic Services described in the PRIME AGREEMENT:

- 1) The Tomahawk Creek Parkway bridge will be inventoried in accordance with the requirements set forth in Section II of the PRIME AGREEMENT. This is a bridge that has never been inventoried before and will need photos, load-rated, a new BRISK file created, a bridge number assigned, and a location map provided to KDOT.
- 2) The ENGINEER will perform the following services to determine the most feasible approach to upgrading the Old Mission Road jogging trail bridge :
  - a) Hydraulics design is not part of this scope.
  - b) Take rough field measurements to facilitate length estimations of a new bridge. Field surveying is not part of this scope.
  - c) Estimate required bridge length of a replacement bridge.
  - d) Provide Engineer's Estimate of Probable Construction Cost.
  - e) Write a short letter report (no more than 2 to 3 pages) to summarize findings.

#### SECTION IV - RESPONSIBILITIES OF THE OWNER

##### 7.A. Basis of Compensation

1. Compensation for services to perform the Engineering Services as described in Section II of the PRIME AGREEMENT and Section II of this Supplemental Agreement shall be made based upon a total lump sum amount of \$11,373.00.

IT IS MUTUALLY AGREED that all provisions of the Prime Agreement continue in full force and effect.

IN WITNESS WHEREOF, the City of Leawood and GEORGE BUTLER ASSOCIATES, INC., by their authorized representatives, have hereunto subscribed their names this 7<sup>th</sup> day of October, 2002. Executed in duplicate with copies to the CITY and ENGINEER.

CITY OF LEAWOOD, KANSAS

By: Peggy J. Dunn  
Peggy J. Dunn, Mayor

ATTEST:

Debra Harper  
Debra Harper, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

ENGINEER  
GEORGE BUTLER ASSOCIATES, INC.

By: Tracy Johnson  
Authorized Signatory

Vice President  
Title

9801 Renner Blvd  
Address

Lenexa, Ks 66219-9745  
City, State, Zip Code

913-492-0400  
Telephone Number

913-577-8300  
Facsimile Number



RESOLUTION NO. 1807

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND COCHRAN, HEAD & COMPANY, P.C., ["COCHRAN"], PERTAINING TO AUDIT WORK.**

WHEREAS, the City is in need of the services for the audit work; and

WHEREAS, Cochran provides such services; and

WHEREAS, the parties desire to execute a Letter of Engagement Agreement, for a one year engagement, to allow Cochran to provide such services.

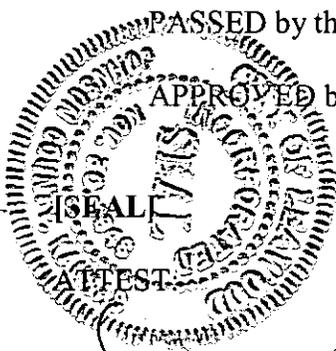
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

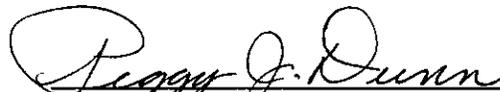
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Letter of Engagement Agreement, in an amount not to exceed \$29,800.00, between the City and Cochran., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

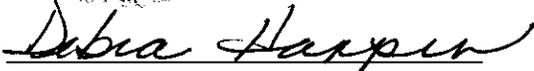
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

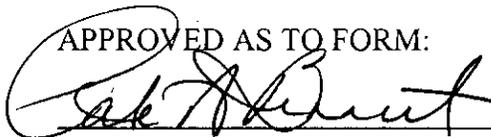
APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1807

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF ENGAGEMENT AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND COCHRAN, HEAD & COMPANY, P.C., ["COCHRAN"], PERTAINING TO AUDIT WORK.**

WHEREAS, the City is in need of the services for the audit work; and

WHEREAS, Cochran provides such services; and

WHEREAS, the parties desire to execute a Letter of Engagement Agreement, for a one year engagement, to allow Cochran to provide such services.

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

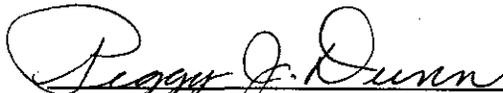
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Letter of Engagement Agreement, in an amount not to exceed \$29,800.00, between the City and Cochran., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

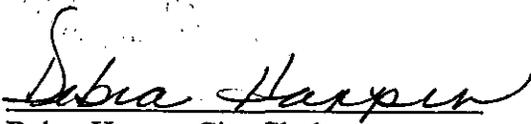
PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.

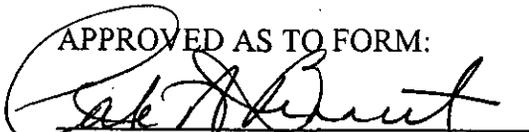
[SEAL]

  
Peggy J. Dunn, Mayor

ATTEST:

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**CH****COCHRAN, HEAD & CO., P.A.****& Co***Certified Public Accountants*

September 6, 2002

10500 Barkley, Suite 108  
Overland Park, KS 66212  
(913) 648-4272  
(913) 648-4276 FAX

The Honorable Mayor and City Council  
City of Leawood, Kansas  
4800 Town Center Drive  
Leawood, Kansas 66211

We are pleased to confirm our understanding of the services we are to provide the City of Leawood, Kansas for the year ending December 31, 2002. We will audit the general purpose financial statements of The City of Leawood, Kansas as of and for the year ending December 31, 2002. We understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34.

In addition to our report on the City's financial statements, we will also issue the following reports or types of reports, if applicable:

A supplementary report on the fairness of the presentation of the City's schedule of expenditures of Federal awards for the year ending December 31, 2002.

**Other Offices**

1 NW 83<sup>rd</sup> Street  
Suite 330  
Kansas City, MO 64152  
(816) 584-9955  
(816) 584-9958 FAX

Westowne Commercial Center  
1170 W. 152 HWY., Suite H  
Liberty, MO 64068  
(816) 792-1028  
(816) 792-1928 FAX

3717 North Oak Trafficway  
Kansas City, MO 64116  
(816) 453-7014  
(816) 453-7016 FAX

5500 North Oak, Suite 203  
Kansas City, MO 64118  
(816) 452-4272  
(816) 455-5100 FAX

740 NW Blue Parkway  
Lee's Summit, MO 64086  
(816) 525-2880  
(816) 525-2882 FAX

1333 Meadowlark Lane  
Kansas City, KS 66102  
(316) 287-4433  
(316) 287-0010 FAX

713 PCA Road, P.O. Box 1043  
Warrensburg, MO 64093  
(660) 747-9125  
(660) 747-9490 FAX

Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a direct and material effect on each major program.

Reports on internal control related to the financial statements. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.

**Audit Objectives**

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United State of America, and to report on the fairness of the additional reports or types of reports, if applicable referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the provisions of the Federal Single Audit Act; OMB Circular A-133, *Audits of States, Local Governments and Nonprofit Organizations*; and OMB's Compliance Supplement, and the *Kansas Municipal Guide*, and will include tests of the accounting records of the City of Leawood, Kansas and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements

is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide reports (that do not include opinions) on internal control related to the financial statements and compliance with laws, regulations, and the provisions or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*, if applicable.

### **Management Responsibilities**

Management is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, but the responsibility for the financial statements remains with you. That responsibility include the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements (whether caused by errors or fraud) or illegal acts may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, immaterial illegal acts, or illegal acts that do not have a direct effect on the financial statements. However, we will inform you of any material errors that come to our attention and any fraud that comes to our attention. We will also inform you of any illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

*Cochran, Head & Co., P.A.*

CERTIFIED PUBLIC ACCOUNTANTS

Our procedures will include test of documentary evidence supporting the transactions recorded in the accounts, any may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that the City of Leawood, Kansas complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Leawood, Kansas' compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Audit Procedures—Internal Controls**

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the City of Leawood, Kansas' financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. (Test of controls are required only if control risk is assessed below the maximum level.) Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

#### **Client Service Team**

Our client service team for the City of Leawood, Kansas is based on the approach we have successfully utilized in other large, complex engagements. This concept ensures the constant availability of our top-level management to report to and communicate with the City's officials through daily contact, weekly meetings and formal reporting. The ready availability of top management facilitates timeliness and efficiency during the audit since questions that arise often require on-the-spot judgment that only a partner can provide. Our top-level management client service team will consist of the following;

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**Engagement Partner – Timothy P. Fitzgerald, CPA**

Mr. Fitzgerald, CPA, has over seventeen (19) years of experience in public accounting and is licensed in Missouri and Kansas. He will serve as the engagement partner. He will be a focal figure in providing services to the City, and will be responsible for the development of the audit approach and detailed audit plan. He will coordinate the efforts of the engagement team, resolve technical issues and review each financial report. He will also be available to consult with management and respond to day-to-day inquiries, which may arise throughout the year. He will work closely with the Concurring Review Partner throughout the audit.

**Concurring Review Partner – David L. Cochran, CPA**

Mr. Cochran, CPA, will serve as a concurring review shareholder. Mr. Cochran is licensed in Missouri, Kansas and Oklahoma and has twenty-eight (28) years of diversified experience, including extensive government and not-for-profit audit experience. He will also be available to consult with management and respond to day-to-day inquiries, which may arise throughout the year.

**Supervising Engagement Manager – Dick Perkins, CPA**

Mr. Perkins, CPA, is a partner in the firm with over twenty-five (30) years experience in public accounting and is currently licensed to practice in Missouri and Kansas. He will work closely with the engagement partner and the audit manager/in-charge throughout the audit. His governmental and not-for-profit experience includes financial and compliance audits of Federal programs under the Single Audit Act.

**Engagement Manager/In-charge – Curtis Scott, CPA**

Mr. Scott, CPA, is an audit manager/in-charge accountant with over four years experience in public accounting. He is licensed to practice in the states of Missouri and Kansas. He will have day-to-day responsibility for the conduct of the financial statement audit and review all work performed, coordinate timing of audit procedures and call upon specialists as may be required. He will also be available to consult with City officials and respond to day-to-day inquiries, which may arise throughout the year.

**Audit Staff**

The remaining personnel forming our audit team will be selected from our professional staff. All of our professional staff that will be assigned to the City's audit meet the governmental CPE requirements, and therefore, have adequate training related to governmental and not-for-profit accounting and Federal grants.

Resumes for our top-level management client service team are included in Appendix A.

**Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

The workpapers for this engagement are the property of Cochran, Head & Co., P.A. However, you acknowledge and grant our assent that representatives of the cognizant or oversight

*Cochran, Head & Co., P.A.*

CERTIFIED PUBLIC ACCOUNTANTS

agency or their designee, other government audit staffs and the U.S. General Accounting Office shall have access to the audit working papers upon their request; and that we shall maintain the working papers for a period of at least three years after the date of the report, or for a longer period if we are requested to do so. Access to requested workpapers will be provided under the supervision of Cochran, Head & Co., P.A. audit personnel and at a location designated by the Firm.

We expect to begin our audit as soon as possible, but no later than March 1, 2003. We will issue our draft reports no later than April 15, 2003 and the final reports no later than April 30, 2003.

You have informed us that you intend to prepare a comprehensive annual Financial Report that you submit the report for evaluation by the Government Finance Officers Association's Certificate of Achievement for Financial Reports for the year ending December 31, 2002.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If a Single audit is required for the fiscal year 2002 in accordance with the Single Audit Act of 1996, as amended, including the required reporting and completion of data collection from the anticipated fees for that service would be as follows:

Cost to audit general requirements	
Including one program	<u>\$ 4,600</u>
Each additional program audited	<u>\$ 1,800</u>

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel, including the preparation of schedules and analyses of accounts is described in your request for proposal and our proposal. The timely completion of this work will assist us in performing our work efficiently. We understand that the accounting records will be ready for audit at a date to be negotiated based on the terms of the proposal.

All parties to this agreement have made a substantial investment in their respective employees and depend upon them to generate future profits. Because of this, we agree that neither party shall hire, nor solicit for hire, any person employed by the other during the term of the service relationship and for a period of one year after the termination of services.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. Our 1999 peer review report accompanies this letter.

*Cochran, Head & Co., P.A.*

CERTIFIED PUBLIC ACCOUNTANTS

We appreciate the opportunity to be of service to the City of Leawood, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

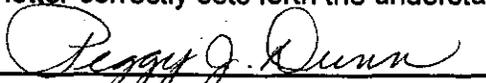
Very truly yours,

COCHRAN, HEAD & CO., P.A.

By:  CPA  
David L. Cochran, CPA  
For the Firm

DLC/dh

This letter correctly sets forth the understanding of the City of Leawood, Kansas.

By: 

Title: Mason

Date: 10-07-2002

**CITY OF LEAWOOD, KANSAS**  
**CERTIFICATE OF NONDISCRIMINATION**  
**MANDATORY PROVISIONS**

K.S.A. § 44-1030 provides that every contract for or on behalf of the City of Leawood, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030 shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Leawood cumulatively totals \$5,000 or less during the same fiscal year.

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030 in the base contract and in all subcontracts with the City of Leawood.**

DATE: 9-24-02

Cochran, Head & Co., P.A.  
Contractor/Principal

By:

*David L. Cochran*  
Signature

CORPORATE SEAL

President  
(Official Title of Signer)

**APPENDIX A**  
**RESUMES**

**TIMOTHY P. FITZGERALD, CPA  
ENGAGEMENT PARTNER**

Timothy P. Fitzgerald serves as Cochran, Head & Co., P.A.'s engagement shareholder. Mr. Fitzgerald has over nineteen years of experience in public accounting with primary emphasis in auditing state and local governmental entities. Mr. Fitzgerald graduated with a B.S.B.A. degree from Rockhurst College in 1980. Mr. Fitzgerald is a licensed Certified Public Accountant in the states of Kansas and Missouri.

**Cross-section of Professional Experience**

- Audit of City of Merriam, Kansas
- Audit of City of Shawnee, Kansas
- Audit of City of Blue Springs, Missouri
- Audit of City of Gladstone, Missouri
- Audit of Kirksville, Missouri
- Audit of City of Liberty, Missouri
- Audit City of Maryville, Missouri
- Audit of City of Sugar Creek, Missouri
- Audits of Johnson County, and Leavenworth County, Kansas
- Audit of Clay County, Missouri
- Audit of Kansas City Area Transportation Authority
- Audit of Mid-America Regional Council
- Audit of Missouri Lottery Commission
- Engagement shareholder for special investigations involving the misuse of public funds
- Member of the Government Finance Officers Review Committee

Continuing professional education includes: Governmental & Nonprofit Accounting and Auditing Conference; Municipal Auditing seminar; Governmental Accounting & Financial Reporting; New Reporting Model under GASB 34; Annual GASB and FASB update; Single Audit update.

**DAVID L. COCHRAN, CPA  
CONCURRING REVIEW PARTNER**

David L. Cochran serves as a Cochran, Head & Co., P.A.'s Concurring Review Partner. As such, he provides technical support and assistance to government clients on such matters as governmental accounting issues. Mr. Cochran has over twenty-five years of experience in public accounting with primary emphasis in auditing state and local governmental entities. Mr. Cochran is a licensed Certified Public Accountant in the states of Kansas, Missouri and Oklahoma.

**Cross-section of Professional Experience**

- Audit of City of Merriam, Kansas
- Audit of City of Shawnee, Kansas
- Audit of City of Liberty, Missouri
- Audit of City of Kirksville, Missouri
- Audit Clay County, Missouri
- Audits of Wyandotte County, Kansas and Leavenworth County, Kansas
- Audit of Kansas City Area Transportation Authority
- Audit of Mid-America Regional Council
- Urban Renewal Projects, University of Oklahoma; Oklahoma City University; Audits of Shawnee Mission, Kansas; USD No. 512; Kansas City, Kansas USD No. 500
- Former President of Metro Chapter of CPA's
- Former Chairman Central States Conference of CPA's
- Former Board Member of Kansas Society of CPA's
- Gold Medal winner for highest score on CPA exam - 1966 - Oklahoma
- Former Councilman and President of Council, City of Basehor, Kansas
- Former President of Kaw Valley Arts & Humanities, Inc.
- Member Kansas City, Kansas Centennial Commission
- Former President, Basehor Kiwanis Club

- Certified Valuation Analyst

**RICHARD L. PERKINS, CPA  
SUPERVISING ENGAGEMENT MANAGER**

Richard L. Perkins serves as audit partner for Cochran, Head & Co., P.A. Mr. Perkins has over thirty years of experience in public accounting, with emphasis in the areas of auditing and tax. Mr. Perkins graduated with a B.S.B.A. degree from the University of Missouri – Kansas City in 1968. Mr. Perkins is a licensed Certified Public Accountant in the States of Kansas and Missouri.

**Cross-section of professional audit experience**

- Audit of City of Greenwood, Missouri
- Audit of City of Holden, Missouri
- Audit of City of Warrensburg, Missouri
- Audit of Johnson County, Missouri Community Health Services
- Audit of Trails Regional Library
- Audit of Prairie Township Fire Protection District
- Audit of Public Water Supply District No. 10 of Cass County, Missouri
- Audit of Workforce Development Board of Western Missouri, Inc.
- Audit of numerous union pension and health and welfare plans
- Audit of a variety of other for profit and not-for-profit entities.
- Continuing professional education includes recent and numerous seminars on governmental and not-for-profit accounting and auditing.

**CURTIS W. SCOTT, CPA**  
**ENGAGEMENT MANAGER/IN-CHARGE**

Curtis W. Scott graduated from Northwest Missouri State University in May of 1998 with a Bachelor of Science in Accounting. His primary development has been in the fields of Governmental, Employee Benefit Plans, and Not-for-Profit auditing and accounting services. Currently, he is a Certified Public Accountant in the State of Missouri and Kansas.

**Cross-section of Professional Experience**

- In-charge accountant in audits of City of Olathe, Kansas; City of Edwardsville, Kansas; City of Fairway, Kansas, City of Shawnee, Kansas, City of Blue Springs, Missouri, City of Gladstone, Missouri, City of Kirksville, Missouri, City of Liberty, Missouri, City of Maryville, Missouri, City of Sugar Creek, Missouri, Johnson County, Kansas, Leavenworth County, Kansas, Clay County, Missouri, and the Missouri Lottery Commission. Activities include financial and single audit testwork.
- Staff accountant in audits of pension, health insurance and other employee benefit plans for local unions. Activities include financial and medical claim testwork.
- Continuing professional education includes: Governmental & Nonprofit Accounting & Auditing Conference; Professional Ethics for Certified Public Accountants; Practice Management & Government Accounting; Seminar for Governmental & Financial Officers, Accounting and Financial Reporting under the New Reporting Model GASB 34.



Westervelt, Carson & Miller, CPAs, LLC

Certified Public Accountants and Management Consultants  
Parsons and Independence, Kansas

To the Shareholders  
Cochran, Head & Company, P.C.

We have reviewed the system of quality control for the accounting and auditing practice of Cochran, Head & Company P.C. in effect for the year ended July 31, 1999. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Because our review was based on selective tests, it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it.

Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Cochran, Head & Company P.C. in effect for the year ended July 31, 1999, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

*Westervelt, Carson & Miller, CPAs, LLC*

Independence, Kansas  
November 19, 1999

**CH****COCHRAN, HEAD & CO., P.A.****& Co***Certified Public Accountants*

September 16, 2002

10500 Barkley, Suite 108  
 Overland Park, KS 66212  
 (913) 648-4272  
 (913) 648-4276 FAX

Ms. Kathy Rogers  
 Finance Director  
 City of Leawood, Kansas  
 4800 Town Center Drive  
 Leawood, Kansas 66211

Dear Kathy:

This letter is in response to certain information you have requested in connection with the audit of the City of Leawood's financial statements for the year ending December 1, 2002. Our responses are as follows:

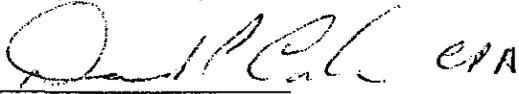
1. Cochran, Head & Co., P.A. acknowledges that neither the individual firm, nor the personnel assigned to work on the City's audit, have ever been subject to any disciplinary action from the State Boards of Accountancy, State Societies of Certified Public Accountants, the American Institute of Certified Public Accountants, the Securities Exchange Commission and/or the Office of the Inspector General. Further, the firm has not settled any litigation during the past five years nor presently have any pending litigation.
2. The schedule of professional audit fee by category of employee for the year ending December 31, 2002 is as follows:

	<u>Hours</u>	<u>Quoted Hourly Rate</u>	<u>Total Audit Fee</u>
Engagement Partner	34	128	\$ 4,352
Concurring Review Partner	6	128	768
Supervising Manager	40	95	3,800
Manager/In-charge	120	95	11,400
Staff	<u>150</u>	53	<u>7,950</u>
Subtotal	<u>410</u>		<u>29,170</u>
Reproduction cost			630
Maximum Audit Fee			<u>\$ 29,800</u>

3. Enclosed is an addendum to the original engagement letter, which incorporates the audit of the Firemen's Relief Fund for the year ending December 31, 2002. Please have the appropriate personnel sign the addendum to acknowledge this audit as part of the overall engagement.

Please let me know if you require any additional information.

Very truly yours,  
 Cochran, Head & Co., P.A.

By  CPA  
 David L. Cochran, CPA

**Other Offices**

11 NW 83<sup>rd</sup> Street  
 Suite 330  
 Kansas City, MO 64152  
 (816) 584-9955  
 (816) 584-9958 FAX

Westowne Commercial Center  
 1170 W. 152 HWY., Suite H  
 Liberty, MO 64068  
 (816) 792-1020  
 (816) 792-1928 FAX

3717 North Oak Trafficway  
 Kansas City, MO 64116  
 (816) 453-7014  
 (816) 453-7016 FAX

5500 North Oak, Suite 203  
 Kansas City, MO 64118  
 (816) 452-4272  
 (816) 455-5100 FAX

740 NW Blue Parkway  
 Lee's Summit, MO 64086  
 (816) 525-2880  
 (816) 525-2882 FAX

1333 Meadowlark Lane  
 Kansas City, KS 66102  
 (816) 287-4433  
 (816) 287-0010 FAX

713 PCA Road, P.O. Box 1043  
 Warrensburg, MO 64093  
 (660) 747-9125  
 (660) 747-9490 FAX

**City of Leawood, Kansas**  
**Addendum to Engagement Letter**  
**For Audit of year ending December 31, 2002**

In connection with our audit of the general purpose financial statements of the City of Leawood, Kansas for the year ending December 31, 2002, we will also audit the financial statements of the Firefighters Relief Association of the City of Leawood, Kansas as of and for the year ending December 31, 2002. We understand that these statements will be presented using the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Our fees for these services will be based upon the quoted hourly rates and the estimated hours to complete the audit. Our fees and hours to conduct the audit of the Firemen's Relief Association are included as part of the maximum audit fee of \$29,800 as stated in the original engagement letter.

If you agree with the terms of our engagement as described in this addendum, please sign below.

This addendum correctly sets forth the understanding of the City of Leawood, Kansas.

By: Reggie J. Dunn

Title: Mayor

Date: 10-07-2002

**CITY OF LEAWOOD, KANSAS**  
**CERTIFICATE OF NONDISCRIMINATION**  
**MANDATORY PROVISIONS**

K.S.A. § 44-1030 provides that every contract for or on behalf of the City of Leawood, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030 shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Leawood cumulatively totals \$5,000 or less during the same fiscal year.

**By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030 in the base contract and in all subcontracts with the City of Leawood.**

DATE: 9-24-02

Cochran, Head & Co, P. A.  
Contractor/Principal

By: David L. Cochran  
Signature

CORPORATE SEAL

President  
(Official Title of Signer)

RESOLUTION NO. 1806

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND DIGITAL SOUND, ["DIGITAL"], PERTAINING TO THE FREAKY FALL FESTIVAL:**

WHEREAS, the City is in need of the services for the Freaky Fall Festival; and

WHEREAS, Digital provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Digital to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, in an amount not to exceed \$2,000.00, between the City and Digital, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 7<sup>th</sup> day of October, 2002.

APPROVED by the Mayor this 7<sup>th</sup> day of October, 2002.



Peggy J. Dunn  
Peggy J. Dunn, Mayor

Debra Harper  
Debra Harper, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Digital Sound Systems ("Independent Contractor"), dated the 21<sup>st</sup>, day of October, 2002.

The Independent Contractor is a(n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 14617 W. 101<sup>st</sup> Terrace  
City/State/ZIP: Lenexa, KS 66215  
Business Telephone: (913) 492-5775

The Independent Contractor's Social Security or Employer Identification Number is:  
31-1634476

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

#### Work to Be Performed

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

Furnish services and equipment needed to perform the Freaky Fall Festival between the hours of 3:00pm-10:00pm at Leawood City Park, 10601 Lee Boulevard. Independent Contractor will furnish the following:

#### FOH:

Console  
1-Yamaha3212 with 28 Mono Channels  
D-RIG  
1 - Wireless Microphone

#### MONITORS:

Wedges  
(4) JBL EON Self-powered speakers

#### FOH SPEAKER SYSTEM:

Right & Left Main FOH System  
(8) EAW Speakers, based on site lines  
Likely two wide and two high for each side

## **ELECTRICAL POWER REQUIREMENTS:**

Generator to meet the electrical needs of the sound system

The City will provide two individuals to assist Independent Contractor with the set-up and strike of equipment.

### **Term of Agreement**

The services called for under this Agreement shall commence at 11:00am on October 25, 2002 and shall be concluded on or before 12:00am on October 26, 2002.

### **Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

\$1,957.00 for all equipment and personnel

50% due upon signing of the contract and 50% due at the beginning of the engagement.

### **Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

### **Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

### **Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall provide the City with a Certificate of Insurance evidencing general liability coverage with a limit amount of at least \$500,000 per occurrence. Independent Contractor shall provide the City with a Certificate of Insurance evidencing coverage against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle, which must include protection for all owned autos, hired autos, and non-owned autos, in the following minimum limits: \$100,000 for bodily injury for each person; \$300,000 for bodily injury for each accident; \$100,000 for property damage per accident.

**Termination of Agreement**

City may terminate this Agreement upon 30 days written notice to Digital Sound Systems. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 10-07-2002

[SEAL]

ATTEST:

Debra Harper  
Debra Harper, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

David Diemel  
By: David Diemel

Title: Local Sales Director

Date: 9/27/02

RESOLUTION NO. **1805**

The Leawood Governing Body has considered the request for approval of a final plat, for Ironhorse Centre, located at approximately 151<sup>st</sup> and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Ironhorse Centre, ['Applicant'] submitted a request for a final plat, for real property located at approximately 151<sup>st</sup> and Nall Avenue; and

WHEREAS, Ironhorse Centre appeared before the Planning Commission on September 24, 2002, and presented such requests for approval; and

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

WHEREAS, the plat consists of 10 lots on 13.09 acres for a f.a.r. of 0.19; and

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

1. The project is limited to 10 buildings of 108,851 sqft. on 13.09 acres (.19 FAR).
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of \$.10/sq.ft. of finished floor area (108,851 sqft. X \$.10 = \$10,885.10).
3. The applicant is responsible for a park impact fee in the amount of \$.10/sq.ft. of finished floor area (108,851 sqft. X \$.10 = \$10,851.10) prior to building permit.
4. The developer is responsible for a South Leawood Transportation impact fee in the amount of \$1,250 per acre. The total amount to be paid prior to recording the final plat is \$19,125 (15.3 acres X \$1,250 = \$19,125).
5. The developer is responsible for \$200/front foot for the unimproved portion of 151<sup>st</sup> Street, prior to the recording of the final plat.
6. All existing and proposed utility lines along both 151<sup>st</sup> Street and Nall Ave. must be placed underground prior to any building within the development receiving final occupancy.
7. All buildings within this development shall conform to the architectural type, style, and scale of the buildings approved by the Planning Commission at final plan.
8. A cross access and parking agreement must be recorded on the final plat.
9. As each lot is developed, the traffic circulation's safety and propriety must be considered for each building.
10. The number of parking spaces provided will be reviewed as each lot is finalized.
11. The sign criteria for the Ironhorse Centre development shall include the following statements:
  - Monument signs for individual buildings and/or tenants shall not be permitted within this development.
  - The maximum letter height within the development shall be 18".
  - The maximum number of wall signs on a building shall be 2.
  - A definition of cabinet shall be included that eliminates the use of Plexiglas or similar materials.
  - The tenant shall be required to submit the proposed sign to the City of Leawood for review with the consistency of the sign criteria for Ironhorse Centre, as well as, for conformance with City ordinances.
12. A minimum of 300 square feet of landscaping shall be provided around signature markers.
13. A minimum of 150 square feet of landscaping shall be provided around directional signage.
14. Directional markers are not to exceed 4 feet in height and will be a maximum of 16 sq.ft.

15. The 25' golf course easement shall be shown to extend along the full length of the eastern and southern property lines of both the site plan and the plat.
16. The applicant developer shall maintain as many existing trees within the 25' golf course easement as possible and must identify to Planning Staff the trees that are to be removed prior to their removal.
17. A five-foot wrought iron fence shall be constructed with the first building, along the full length of the south property line to match the golf course fence on adjacent properties. No gates are allowed in this fence.
18. The applicant owner agrees to all the stipulations listed in the attached memorandum to the Director of Planning and Development, dated July 16, 2002, and to all recommendations of the Ironhorse Golf Course Committee.
19. The applicant/owner shall construct a 4' wrought iron fence atop all proposed retaining walls that are adjacent to the Ironhorse Golf Course.
20. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and stormwater system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
21. The developer/owner agrees to insert the following covenant running with the land and in all deed restrictions binding the lots in the development:

The lots in this subdivision/development are adjacent to or near a public golf course. The property owners, by this covenant, acknowledge that the lots in this subdivision/development may, therefore, be subject to being struck by golf balls, noise, inconvenience and other items customarily inherent in a lot neighboring a golf course. Property owners expressly accept this lot subject to this restriction and waive any right to pursue the course or its customers for any claim, nuisance or any demand for relief based upon customary use of the golf course.
- Developer further agrees to submit a copy of said restrictions to be filed prior to recording its final plat.
22. The final plat must contain appropriate text regarding the 25' golf course buffer easement.
23. Trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be attached to the individual buildings and appropriately landscaped. The gate shall be painted steel.
24. All landscaped areas shall be irrigated.
25. All downspouts are to be enclosed.
26. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
27. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
28. A detailed landscaping plan that is in accordance with the design guidelines of Ironhorse Centre must be provided at the time of final plan for each lot within the development.
29. All shade trees must be at least 2 ½ inch caliper and all evergreens shall be 6 feet tall when planted. In addition, all shrubs shall be at a minimum three-gallon with a minimum height of 18"-24" when planted.
30. A revised preliminary and final site plan must be submitted as each building within the development is finalized.
31. A combination of a three-foot berm and three foot tall landscaping is required around the perimeter of the parking lots adjacent to 151<sup>st</sup> Street, Nall Ave., and the Ironhorse Golf Course.

32. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
33. Storm water plans shall be submitted and approved by the Public Works director prior to recording of the plat.
34. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
35. All access points off 151<sup>st</sup> Street, the circular intersection at the center of the development and all internal drives connecting the driveways to the circular intersection shall be constructed in the 1<sup>st</sup> phase of the development.
36. The maximum footcandles at all property lines shall be 0.5.
37. A disk shall be submitted to staff providing an electronic copy of both the final plan and plat of the entire development.
38. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through thirty-eight.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, October 7, 2002; and

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

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

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

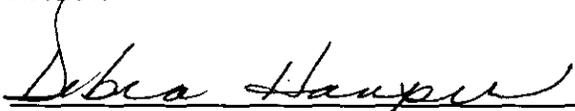
Adopted by the Governing Body this 7<sup>th</sup> day of October, 2002.

Signed by the Mayor this 7<sup>th</sup> day of October, 2002.

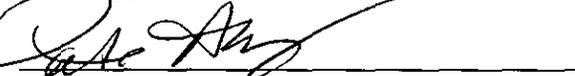
  
\_\_\_\_\_  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

  
\_\_\_\_\_  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1804

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CARROTHERS CONSTRUCTION, ["CARROTHERS"], PERTAINING TO THE SPRAYGROUND AT THE LEAWOOD AQUATIC CENTER**

WHEREAS, the City is in need of services for the construction of the Sprayground; and

WHEREAS, Carrothers provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Carrothers to provide such services.

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

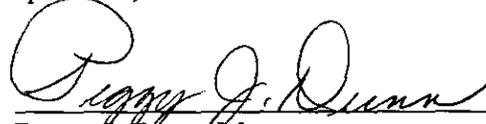
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement between the City and Carrothers, not to exceed \$173,000.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein.

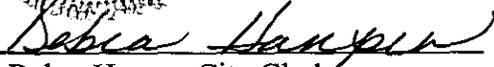
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

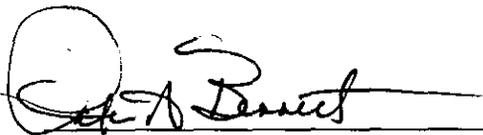
APPROVED by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1803

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND RENO CONSTRUCTION, ["RENO"], PERTAINING TO THE ARTERIAL REHABILITATION PROGRAM PROJECT**

WHEREAS, the City is in need of services for the construction of the Arterial Rehabilitation Program project; and

WHEREAS, Reno provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Reno to provide such services.

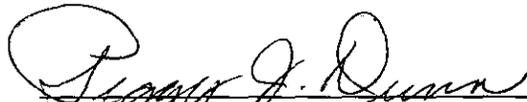
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement between the City and Reno, not to exceed \$661,967.50, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

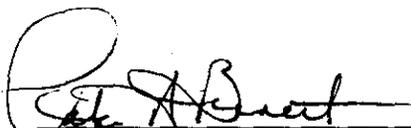
APPROVED by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1802

The Leawood Governing Body has considered the request for approval of final site plan and final plat, for the Church of the Resurrection United Methodist Church, located at the southwest corner of 137<sup>th</sup> Street and Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, the Church of the Resurrection United Methodist Church, submitted a request for a final site plan and final plat, for real property located at the southwest corner of 137<sup>th</sup> Street and Roe Avenue; and

WHEREAS, the Church of the Resurrection United Methodist Church last appeared before the Planning Commission on August 27, 2002, and presented such requests for approval; and

WHEREAS, a church use is in compliance with Institutional land use identified on the 2002 Comprehensive Plan; and

WHEREAS, the total project square footage is limited to 174,090 square foot; and

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

1. The project is limited to 174,090 square foot of new construction.
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of \$.10/square foot of finished floor area, excluding the sanctuary. (104,945 X \$.10 = \$10,494.50)
3. The developer shall be responsible for \$200/front foot or participation in a benefit district for improvements to Nall Avenue and 137<sup>th</sup> Street.
4. All new and existing utilities must be placed underground prior to final occupancy.
5. All formal landscaped areas shall be irrigated.
6. All downspouts are to be enclosed.
7. All overhead doors within the development shall be painted to match the surrounding facades.
8. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
9. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
10. If staff deems that the service area needs to be screened along its open side, the applicant/owner will construct a sight-obscuring gate across the exposed south side, the design to be approved by staff.
11. During construction of phase 1, the applicant/owner shall provide street trees along 137<sup>th</sup> Street, at a rate of 1 tree per 40 linear feet, for the portion of 137<sup>th</sup> Street that is within the phase I boundary. The applicant/owner shall provide street trees at a rate of 1 tree per 40 linear feet for the future phases, along Nall Avenue and 137<sup>th</sup> Street, as those phases are constructed.
12. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.

13. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
14. The applicant/owner shall construct an alternative entrance approximately at the southwest corner of the site by December, 2004. The applicant shall submit plans for this entrance to City Staff for approval prior to construction.
15. In accordance with the 135<sup>th</sup> Street Design Guidelines, a 25' landscape easement shall be shown along the south side of 137<sup>th</sup> Street.
16. A 70' landscape buffer easement adjacent to the single-family subdivisions of Quail Crest and Timbers Edge shall be shown on the recorded plat with the appropriate text.
17. All shade trees must be a minimum of 2 1/2" in caliper at the time of planting.
18. Staff recommends that an additional 12 White Pines (a minimum of 10' in height) be planted along the existing tree line on the north side of Quail Crest to further fortify the existing tree line.
19. Vegetation to be removed within the 70' landscape buffer shall be marked prior to removal.
20. In order to maintain as many trees as possible within the 70' landscape buffer adjacent to the single-family subdivisions of Quails Crest and Timbers Edge, prior to removal of any vegetation within this area, a maximum of 2 meetings shall be conducted by the property owner's representative informing interested parties of what plant material will be removed. The proposed notification schedule shall be as follows:
  - Twenty-one days prior to removal, the contractor shall notify the property owner's representatives.
  - Eighteen days prior to the removal, the property owner's representative shall notify the City Planning Department.
  - Fourteen days prior to removal, the property owner's representative shall contact the adjacent property owners to schedule a maximum of 2 meetings with the property owner's representative and with the City's representative.
  - The 2 meetings to be held with the property owner's representative, the adjacent property owners and City representatives shall be held no later than 7 days prior to the removal of any vegetation within the 70' landscape buffer.
21. The applicant/owner shall be responsible for the replacement of any landscaping on the site that dies or is damaged, including trees within the 70' landscape buffer.
22. The applicant/owner shall work with City Staff to use a material other than the proposed sandblasted concrete and smooth concrete to screen the service area on the northwest corner of the building, or the mechanical units on the east side of the building. This material shall match the materials used on the building.
23. All construction traffic shall use the Nail Access only.
24. No construction shall be allowed between the hours of 10:00 p.m. to 7:00 a.m.
25. A disk shall be submitted to staff providing an electronic copy of both the final plan and plat of the entire development.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on September 16, 2002; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, recommends approval of the Church of the Resurrection United Methodist Church with the following additional stipulations and conditions:

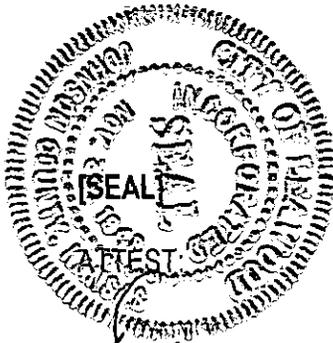
26. The church agrees to work with the residents south of their property, within the Quail Crest subdivision, after installation of the berm and plantings, to insure that neither the asphalt parking lot nor headlight beams will be seen from the first floor of the adjoining residences.
27. The applicant agrees to use architectural precast concrete in lieu of split face block.
28. The applicant is responsible for the park impact fee in the amount of \$.10 / square foot excluding the sanctuary. Applicant intends to construct a temporary sanctuary in each phase. At the time of building permit issuance, applicant shall pay the fee for each then existing sanctuary area. For example, applicant shall pay such fee on the current sanctuary at the time of building permit issuance for the first phase.
29. That acceptance and approval of the plat is conditioned on right-of-way in the property subject to the Annexation Agreement of 7/16/01, as amended, be converted to an easement for public way and utilities.
30. That acceptance and approval does not prejudice, change or waive the rights of the parties to the Annexation Agreement dated 7/16/01, as amended.
31. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations and conditions one through thirty-one of the Planning Commission and Governing Body.

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

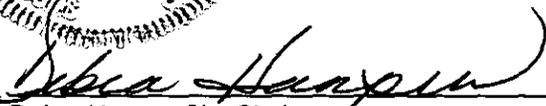
SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said final site plan and final plat.

Adopted by the Governing Body this 16<sup>th</sup> day of September, 2002.

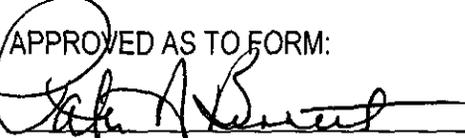
Signed by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1801

The Leawood Governing Body has considered the request for approval of preliminary site plan, Lot 13 Plaza Pointe, located at approximately 135<sup>th</sup> and Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Plaza Pointe Lot 13 submitted a request for a preliminary site plan, for real property located at approximately 135<sup>th</sup> and Roe Avenue; and

WHEREAS, Plaza Pointe Lot 13 appeared before the Planning Commission on August 27, 2002, and presented such requests for approval; and

WHEREAS, the building will face the existing retail providing a pedestrian friendly area as was identified on the final development plan for Plaza Pointe; and

WHEREAS, the building will consist of 11,395 square feet and has provided a patio for patrons on the south side; and

WHEREAS, the building architecture is in compliance with the architectural guidelines as set forth by the developer and approved by the City; and

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

1. The building is limited to 11,395 square feet on 1.39 acres.
2. The applicant is responsible for the K-150 Impact fee in the amount of \$1.32 for retail prior to issuance of a building permit. ( $\$1.32 \times 11,395 = \$15,041.40$ )
3. A park impact fee in the amount of \$.10 / square foot of finished floor area is required prior to issuance of a building permit. ( $\$.10 \times 11,395 = \$1,139.50$ )
4. A public art impact fee in the amount of \$.10 / square foot of finished floor area is required prior to issuance of a building permit. ( $\$.10 \times 11,395 = \$1,139.50$ )
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. The color used on all trellises shall match with the development to the east.
7. A three-foot berm or three foot tall landscaping, at the time of planting, is required around the perimeter of the parking lot adjacent to 135<sup>th</sup> Street. A revised landscape plan identifying the Plaza Pointe landscaping as well as the revised landscaping for this project shall be provided at final.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.

10. The applicant must meet all requirements of the 135<sup>th</sup> Street Corridor Design Guidelines.
11. All signs are required to have a sign permit prior to installation.
12. Additional landscaping must be provided throughout the development.
13. The list of items to be completed by the developer must be completed prior to final occupancy.
14. This plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
15. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through fifteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, September 16, 2002; and

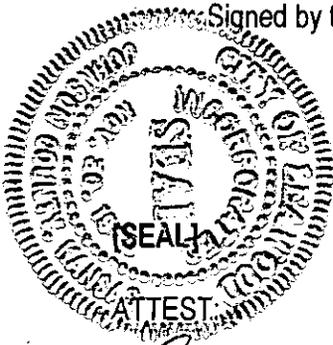
WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation; and

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

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

Adopted by the Governing Body this 16<sup>th</sup> day of September, 2002.

Signed by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. **1800**

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Compass Building of Plaza Pointe, located at approximately 135<sup>th</sup> and Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Compass Building submitted a request for a preliminary site plan, for real property located at approximately 135<sup>th</sup> and Roe Avenue; and

WHEREAS, Compass Building appeared before the Planning Commission on August 27, 2002, and presented such requests for approval; and

WHEREAS, the building will be located on the center feature of the development and will provide pedestrian amenities as required by the 135<sup>th</sup> Street Corridor Plans; and

WHEREAS, the building will consist of 15,268 square feet and is one story; and

WHEREAS, the building architecture is in compliance with the architectural guidelines as set forth by the developer and approved by the City; and

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

1. The building is limited to one-story 15,268 square feet on 1.58 acres.
2. The applicant is responsible for the K-150 Impact fee in the amount of \$1.32 prior to issuance of a building permit. ( $\$1.32 \times 15,268 = \$20,153.76$ )
3. A park impact fee in the amount of \$.10 / square foot of finished floor area is required prior to issuance of a building permit. ( $\$.10 \times 15,268 = \$1,526.80$ )
4. A public art impact fee in the amount of \$.10 / square foot of finished floor area is required prior to issuance of a building permit. ( $\$.10 \times 15,268 = \$1,526.80$ )
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
7. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
8. All signs are required to have a sign permit prior to installation.
9. All trellises shall be silver aluminum to match the existing buildings within the development.
10. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
11. The list of items to be completed by the developer must be completed prior to final occupancy.
12. This plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such

construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.

13. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through thirteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, September 16, 2002; and

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

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

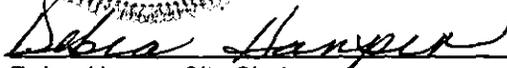
SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan.

Adopted by the Governing Body this 16<sup>th</sup> day of September, 2002.

Signed by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1799

The Leawood Governing Body has considered the request for approval of preliminary site plan, preliminary plat, and special use permit, for Christ Community Evangelical Free Church, located at 14200 Kenneth Road, Leawood, Johnson County, Kansas.

WHEREAS, Christ Community Evangelical Free Church, submitted a request for a preliminary site plan, preliminary plat, and special use permit, for real property located at 14200 Kenneth Road; and

WHEREAS, Christ Community Evangelical Free Church last appeared before the Planning Commission on July 23, 2002, and presented such requests for approval; and

WHEREAS, a church use is in compliance with Institutional land use identified on the 2002 Comprehensive Plan; and

WHEREAS, the total project square footage is limited to 106,695 square feet on 14.50 acres; and

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

1. The project is limited to 160,695 sq.ft of new construction on 14.50 acres for an overall F.A.R. of 0.31.
2. Street trees shall be planted at a rate of one tree per 40 linear feet.
3. Sign design and calculations will be required at final.
4. Trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be appropriately landscaped. The gate shall be painted steel.
5. All landscaped areas shall be irrigated.
6. All downspouts are to be enclosed.
7. All roof top units must be screened from view.
8. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or wall. This includes air conditioner units, etc.
9. A detailed landscape plan must be submitted with final documents.
10. The lighting plans and fixtures must be included in the final application.
11. Material boards must be submitted at the time of final site plan application.
12. The applicant shall work with City Staff concerning the elevation of the proposed sanctuary prior to final site plan.
13. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
14. Preliminary plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a

- hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
15. The applicant is responsible for a Park Impact fee in the amount of \$.10/ square foot of finished floor area exclusive of the sanctuary prior to the issuance of a building permit.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meetings on August 19 and September 16, 2002; and

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, recommends approval of Christ Community Evangelical Free Church, with the elimination of stipulation #3 and one additional stipulation as follows:

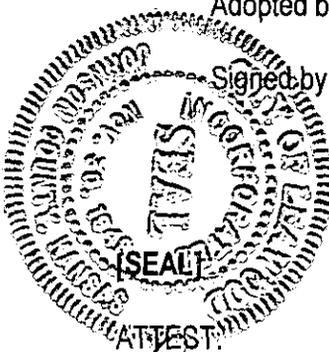
16. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the art will need to go before the Arts Council and Planning commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of \$.10 / square foot of finished floor area, excluding the sanctuary area. Applicant intends to construct a temporary sanctuary in each phase. At the time of building permit issuance, applicant shall pay the fee for each then existing sanctuary area. For example, applicant shall pay such fee on the phase 1 sanctuary at the time of building permit issuance for the second phase.
17. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through seventeen.

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

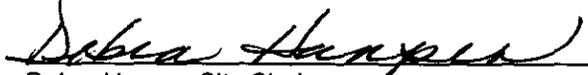
SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan, preliminary plat and Special Use Permit.

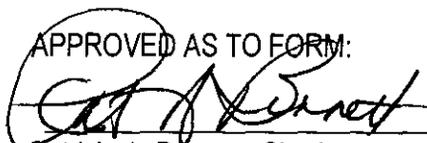
Adopted by the Governing Body this 16<sup>th</sup> day of September, 2002.

Signed by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy Damm, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1798

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SEWER ACCESS EASEMENT TO WASTEWATER AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND DAVID G. DEHAEMERS, ['DEHAEMERS'].**

WHEREAS, the property belonging to the Dehaemers located directly north of Firestation No. 3 is in the need of a sanitary sewer connection; and

WHEREAS, Leawood approves giving said sewer access easement across the land commonly known as Ironwood Park;

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

SECTION ONE: That Leawood does hereby approve and authorize the Mayor to execute the sewer access easement attached hereto and incorporated herein as Exhibit "A."

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

APPROVED by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy J. Dufin, Mayor

ATTEST

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

## SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that, **THE CITY OF LEAWOOD**, (Grantor) in consideration of One-Dollar (\$1.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, hereby grants and conveys unto Consolidated Main Sewer District (Grantee), it's successors and assigns, an easement to lay, construct, maintain, alter, repair, replace, and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through the following premises in the County of Johnson in the State of Kansas, to-wit:

### SEE ATTACHED EXHIBIT "A"

This grant is a permanent easement for the purpose aforestated and full consideration therefore is acknowledged; provided however, if a temporary construction easement is granted herein, then the period of said temporary easement shall be no longer than three (3) years from the date of acceptance of construction of sewers within said Sewer District.

All sod damaged by the installation of said line or by making future repairs or in removing said property, shall be replaced by grantee. Grantors agree that the planting of any trees or placing of other improvements on said permanent easement will be done at the risk of subsequent damage thereto without compensation therefore.

This agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, and it is understood that this agreement cannot be changed in any way except in writing, signed by the grantors and a duly authorized agent of the grantee.

**IN WITNESS WHEREOF**, the grantors have caused this Easement Conveyance to be executed and attested by its duly authorized corporate representatives, as of the day and year acknowledged below.

**CITY OF LEAWOOD**

By:   
**Mayor Peggy J. Dunn**

**ATTEST**

  
Debra Harper, City Clerk

ACKNOWLEDGMENT

State of KANSAS)

) Ss.

County of JOHNSON)

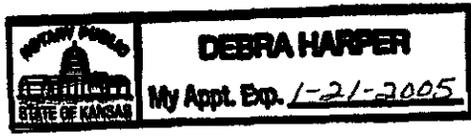
BE IT REMEMBERED, that on this 16<sup>th</sup> day of September, 2002, before me, the undersigned, a Notary Public in and for said County and State, appeared Peggy J. Dunn, Mayor, who acknowledged that she signed for foregoing instrument on behalf of the City of Leawood, Kansas, and further acknowledges the same as her voluntary act and deed on behalf of the City of Leawood, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year aforesaid.

My Appointment Expires: 1-21-2005

Debra Harper

Notary Public



ACCU-SURV SURVEY CO.  
300 SO. SUNSET LANE  
RAYMORE, MO. 64083  
(816) 322-1973  
(816) 322-9522 (fax)

REAL PROPERTY LEGAL DESCRIPTION

A 30 feet wide Sanitary Sewer Easement, located in the Southwest Quarter of Section 3, Township 14, Range 25, in the City of Leawood, Johnson County, Kansas, the Centerline of said Easement being more particularly described as follows: Commencing at the Southeast Corner of Lot 2, STRAWBERRY HILL, a subdivision in the City of Leawood, Johnson County, Kansas; thence North 89°43'03" West, along the South line of said Lot 2, 66.86 feet to the Point of Beginning of said Centerline of said Sewer Easement; thence South 81°36'37" East, 12.50 feet to the Point of Termination of said Centerline of said Sewer Easement. Boundaries of said Easements are to be extended to meet existing Sewer Easements.

I, Mark J. Christian, hereby certify that this Real Property Legal Description has been prepared by me or under my direct supervision.

  
MARK J. CHRISTIAN SURVEYOR LS-1091

RESOLUTION NO. 1797

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES CONTRACT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND GEORGE BUTLER ASSOCIATES, INC., CONSULTING ENGINEERS ['ENGINEER'], PERTAINING TO PROFESSIONAL ENGINEERING SERVICES RELATED TO GASB 34

WHEREAS, the City is in need of services provided by Engineers; and

WHEREAS, Engineers provide such services; and

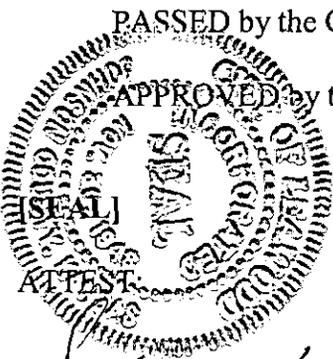
WHEREAS, the parties desire to execute an Engineering Services Contract to allow Engineers to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Engineering Services Contract between the City and Engineers, not to exceed \$20,000.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set forth herein.

PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

APPROVED by the Mayor this 16<sup>th</sup> day of September, 2002.



*Peggy J. Dunn*  
\_\_\_\_\_  
Peggy J. Dunn, Mayor

*Debra Harper*  
\_\_\_\_\_  
Debra Harper, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**ENGINEERING SERVICES CONTRACT**

**BETWEEN**

**CITY OF LEAWOOD, KANSAS**

**AND**

**GEORGE BUTLER ASSOCIATES, INC.  
CONSULTING ENGINEERS**

**ARTICLES OF AGREEMENT**

This Agreement between the CITY OF LEAWOOD, KANSAS, as "OWNER", and GEORGE BUTLER ASSOCIATES, INC. P.C., Consulting Engineers, as "ENGINEER".

**WITNESSETH**

Whereas, the OWNER is authorized and empowered to contract with the ENGINEER to provide professional engineering services as hereinafter described; and

Whereas, the ENGINEER (A Kansas General Corporation with offices located at 9801 Renner Boulevard, Lenexa, Kansas) is registered in accordance with the laws of the State of Kansas, and is qualified to provide the professional engineering services desired by the OWNER; now, therefore,

**IT IS AGREED THAT:**

**SECTION I - SCOPE OF SERVICES**

The ENGINEER agrees to furnish and perform various professional engineering services related to the **GOVERNMENT ACCOUNTING STANDARDS BOARD STATEMENT 34 (GASB 34) IMPLEMENTATION PLAN.**

## SECTION II - RESPONSIBILITIES OF THE OWNER

The OWNER shall provide information and assistance as follows:

1. Assist ENGINEER by placing at their disposal all available information pertinent to the project including mapping and any other data relative to the ENGINEER'S services.
2. The OWNER shall obtain advice of an attorney, insurance counselor and other Consultants as OWNER deems appropriate for examination and rendering of decisions pertaining to documents presented by the ENGINEER within a reasonable time so as not to delay the services of the ENGINEER.
3. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the Scope or timing of ENGINEER'S Services.
4. Bear all costs incident to compliance with the requirements of this Section II.

## SECTION III - SCHEDULE OF SERVICES

This Agreement is intended for continuous services to be provided by the ENGINEER as related to the implementation of the OWNER's GASB 34 Plan.

The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause beyond the control of the ENGINEER, and not caused by his or her own fault or negligence including acts of nature or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

#### SECTION IV - FEES AND PAYMENTS

The OWNER shall compensate the ENGINEER for Project services rendered as described in Section I of this Agreement. Payment will be made on a time and expense basis with a maximum not to exceed of \$20,000. Payment in addition to the maximum will not be made without prior approval from the OWNER.

Direct expenses such as printing, meter rental, telephone and commercial computer software will be charged at cost and are included in the maximum compensation. Costs associated with subcontract work are also included in the maximum compensation and will be charged as a direct expense.

Actual compensation to the ENGINEER by the OWNER shall be based on direct expenses and standard chargeout rates as shown in Exhibit A.

It is hereby agreed that said Exhibit A is subject to adjustment by the ENGINEER to reflect increase in salaries and overhead costs.

Payment to the ENGINEER shall be made monthly upon receipt of a combined progress report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

## SECTION V - TERMINATION

- A. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  
- B. In the event of termination by the OWNER, the ENGINEER shall be paid for all services rendered up to and including the date of termination including the following:
  - 1. Time of all principals and employees assigned to the project, said time to be reimbursed on the basis of the ENGINEER'S Standard Hourly Chargeout Rates (as set forth in Exhibit A) applied against actual time incurred.
  
  - 2. All direct expenses incurred (whether paid or unpaid) to date of termination, (such as printing costs, travel expenses, etc.) said expenses to be reimbursed on the basis of actual cost plus costs associated with subcontract work.
  
- C. In the event of termination of this Agreement, termination costs, determined in the manner set forth in the above paragraphs, shall not exceed the total cost for the work as set forth previously in Section IV of this Agreement or as may have been subsequently revised by Supplemental Agreement or an amendment to this Agreement.
  
- D. In the event that the OWNER, for any reason, decides not to proceed with the work, this Agreement shall then be considered terminated; the ENGINEER shall be entitled to payment as described herein for all services provided under this Agreement. In such event, the OWNER shall promptly notify the ENGINEER in writing of its decision not to proceed with the project so that the ENGINEER can reassign personnel and revise work schedules as may be required.

## SECTION VI - INDEMNIFICATION AND INSURANCE

- A. Indemnification: ENGINEER agrees to defend, indemnify and hold harmless the OWNER and its officials, officers, agents and employees from and against all suits, actions or claims, settlements or defense costs of any character incurred because of any bodily injury or personal property damage received or sustained by any person, persons or property arising out of or resulting from any asserted negligent act, error or omission of ENGINEER or its agents or employees. ENGINEER is not required hereunder to defend the OWNER, its officers, agents, or employees, or any of them from assertions that they were negligent, nor to indemnify and save them harmless from liability based on OWNER'S negligence.
- B. Insurance: The ENGINEER shall maintain appropriate insurance naming the OWNER as an additional insured which satisfy the minimum standards contained in Exhibit "B" - Insurance Requirements for Professional Services.

## SECTION VII- GENERAL CONSIDERATIONS

And, finally it is agreed that:

- A. All services shall be under the direction of a professional engineer assisted by qualified personnel.
- B. The scope of the work covered by this Agreement shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. Modification of the terms-of this Agreement may be made that would modify the maximum fees stated in the Agreement when mutually agreed by and between the ENGINEER and the OWNER, and shall be incorporated in written amendments to this Agreement. The ENGINEER shall have no obligation to perform services in connection with a change in the scope of work unless the cost thereof shall be agreed to under this paragraph.
- C. The ENGINEER reserves the right to renegotiate this Agreement if this agreement is not signed by the OWNER within 90 days after submittal.
- D. The following Exhibits are attached to and made a part of this Agreement:
- Exhibit A - Standard Hourly Chargeout Rates
  - Exhibit B - Insurance Requirements for Professional Services

IN WITNESS WHEREOF, the CITY OF LEAWOOD, KANSAS AND GEORGE BUTLER ASSOCIATES, INC., by their authorized representative, have hereunto subscribed their names this 16<sup>th</sup> day of September, 2002.

Executed in duplicate with copies to the OWNER and ENGINEER.

GEORGE BUTLER ASSOCIATES, INC.

THE CITY OF LEAWOOD, KANSAS

By: Wilber A. Copenhafer  
Wilber A. Copenhafer (Firm Principal)

By: Peggy J. Dunn  
Peggy J. Dunn (Mayor)

Attest:

By: Debra Harper  
Debra Harper ( City Clerk )

By: Patricia J. Nichols

By: Patricia A. Bennett  
Patricia A. Bennett (City Attorney)

Title: Asst. Secretary

GEORGE BUTLER ASSOCIATES, INC.  
ENGINEERS / ARCHITECTS

STANDARD HOURLY CHARGEOUT RATES

EMPLOYMENT CLASSIFICATION	HOURLY RATE
Principal .....	\$ 190.00
Senior Associate .....	160.00
Associate .....	130.00
Senior Architect / Engineer / Specialist .....	110.00
AES I .....	90.00
AES II .....	80.00
AES III .....	65.00
Senior Technician .....	98.00
Design Technician I .....	70.00
Design Technician II .....	55.00
Design Technician III .....	50.00
CAD Operator / Drafter I .....	52.00
CAD Operator / Drafter II .....	48.00
CAD Operator / Drafter III .....	42.00
Senior Construction Observer .....	84.00
Construction Observer I .....	69.00
Construction Observer II .....	48.00
Field Technician I .....	75.00
Field Technician II .....	54.00
Field Technician III .....	40.00
Secretary I .....	60.00
Secretary II .....	42.00
General Office I .....	38.00
General Office II .....	32.00
Registered Land Surveyor .....	89.00
Land Surveyor I .....	70.00
Land Surveyor II .....	47.00
Land Surveyor III .....	33.00
2-Man Survey Party .....	117.00
3-Man Survey Party .....	150.00
4-Man Survey Party .....	183.00

**EQUIPMENT**

(CAD and Total Station Survey Equipment expenses are included in the above hourly rates unless otherwise stipulated by contract.)

Global Positioning System Equipment .....	\$20.00/hr./unit
Real Time Kinematic Global Positioning System Equipment (RTK) .....	60.00/hr./unit
Utility Locator .....	15.00/day
Ground Penetrating Radar Equipment .....	500.00/day
Nuclear Density/Soil Testing Equipment .....	35.00/day
Concrete Testing Equipment .....	20.00/day
Traffic Counters .....	20.00/day

**EXPENSES**

Reimbursable expenses (travel, vehicle mileage, vehicle rental, printing and plotting, subsistence, long distance telephone, etc.) incurred will be charged at cost plus 10% to cover administrative overhead. The following items will be charged as shown:

Company Survey Vehicle (Suburbans) and Vans .....	\$ 0.45/mile
Company Pick-up Truck .....	0.36/mile
Personal and Company Cars .....	0.36/mile

Attachment "B"

Insurance Documents

**EXHIBIT B  
INSURANCE REQUIREMENTS**

The Consultant is required to carry insurance while performing the proposed work for the City. The Consultant will furnish a Certificate of Insurance to the City as Part of their proposal.

Minimum limits for General Liability, Automobile Liability, Workers Compensation and Employer's Liability are as follows:

1. General Liability
  - (a) General Aggregate.....\$2,000,000.00
  - (b) Products / Completed Operations Aggregate.....\$2,000,000.00
  - (c) Personal and Advertising Injury (Each Person).....\$500,000.00
  - (d) Each Occurrence.....\$1,000,000.00
  - (e) Fire Damage (any one fire).....\$100,000.00
  
2. Automobile Liability
  - (a) All autos Combined Single Limits (CSL).....\$1,000,000.00
  - (b) Uninsured motorists.....\$1,000,000.00
  - (c) Excess Liability.....Their LimitUmbrella policy may be used to meet coverage limits.

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

3. Workers Compensation (includes "all states" insurance)
  - (a) Workers Compensation.....Statutory
  - (b) Consultant shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

4. Notice of Claim Reduction of Policy Limits  
The Consultant, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Consultant shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of \$100,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

5. Industry Ratings: The City will only accept coverage from an insurance carrier, which offers proof that the carrier:

- (a) Is licensed to do business in the State of Kansas; and
- (b) Carries a Best's Policyholder rating of A or better.

The city shall be shown as an additional insured on all general and automobile liability policies of insurance.

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Consultant shall either:

- (a) Cover all subcontractors under its insurance policies; or
- (b) Require each subcontractor not so covered to secure insurance, which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City. In addition, Consultant shall provide lien releases for all its consultants named sub-contractors.

7. Insurance Coverage: A notice of cancellation, for other than non-payment of insurance premiums, shall be provided to the City not less than 90 days prior to cancellation.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR LO  
BUTLER-

DATE (MM/DD/YY)  
09/15/01

PRODUCER  
ACEC/MARSH  
800 Market St, Ste. 2600  
St. Louis MO 63101-2500  
Phone: 800-338-1391 Fax: 888-621-3173

INSURED  
George Butler Assoc., Inc.  
ATT: Rich Monroe  
9801 Renner Blvd.  
Lenexa KS 66219-9745

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Hartford Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	84SBXCG3005	11/01/01	11/01/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	84UEVNP3337	11/01/01	11/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	84XHVRL9182	11/01/01	11/01/02	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	84WBVAW9068	11/01/01	11/01/02	<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
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
LEAWOOD		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
CITY OF LEAWOOD 4800 TOWN CENTER DRIVE LEAWOOD KS 66211		AUTHORIZED REPRESENTATIVE <i>Alfred A. Peterson</i>

RESOLUTION NO. 1796

RESOLUTION ACCEPTING THE STORM SEWER AND TEMPORARY CONSTRUCTION EASEMENTS FROM MICHAEL AND MICHEL SCHLUP [GRANTORS] FOR CONSTRUCTION AT IRONWOODS PARK GRANTED TO THE CITY OF LEAWOOD.

WHEREAS, the City has paid \$4,000.00 for temporary and permanent easements for storm sewers in Ironwoods Park and Grantors have executed and delivered said easements; and

WHEREAS, the City of Leawood wishes to accept said easements for Ironwoods Park storm sewers;

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

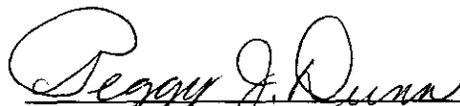
SECTION ONE: That the Governing Body hereby accepts the easement deeds attached hereto for construction of storm sewers in Ironwoods Park.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

APPROVED by the Mayor this 16<sup>th</sup> day of September, 2002.



  
Peggy J. Dunn, Mayor

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made September 9th, 2002, between Michael G. Schlup and Michel L. Schlup, owners of property herein described, hereinafter known as Grantors, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Grantee:

### WITNESSETH:

In consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, the undersigned Grantors do hereby convey and release to the Grantee a temporary construction easement hereinafter more particularly designated and described, to wit:

Commencing at the NW corner of the SW  $\frac{1}{4}$  of Section 3, Township 14, Range 23 Johnson County, Kansas; thence South 0 Degrees 0 Minutes 37 Seconds East, along the West line of the SW  $\frac{1}{4}$  of said Section 3, a distance of 331.58 feet; thence South 89 Degrees 41 Minutes 29 Seconds East a distance of 569.99 to the True Point of Beginning, said point being on the North line of Lot 1, Strawberry Hill; thence continuing South 89 Degrees 41 Minutes 29 Seconds East a distance of 35.63 feet; thence South 0 Degrees 18 Minutes 31 Seconds West a distance of 30.94 feet; thence South 53 Degrees 14 Minutes 16 Seconds East a distance of 19.66 feet; thence North 89 Degrees 59 Minutes 35 Seconds East a distance of 39.46 to a point, said point being on the East line of Lot 1, Strawberry Hill; thence South 0 Degrees 0 Minutes 25 Seconds West along the east line of Lot 1 Strawberry Hill, a distance of 35.71 feet; thence North 53 Degrees 14 Minutes 16 Seconds West a distance of 91.19 feet; thence North 36 Degrees 13 Minutes 23 Seconds West a distance of 29.80 feet to the Point of Beginning. Containing 1685 square feet.

for the purposes of constructing, improving, and reconstructing Improvements as shown by the plans of said improvement, a true copy of which is on file in the office of the City Clerk, City of Leawood, Kansas. Said right of entrance, occupation, construction, and use shall continue during construction and for six (6) months after completion and acceptance of the project. In no event shall this grant exceed a period of one (1) year from date of its execution.

Grantee, by acceptance of this temporary construction easement agrees to and shall restore, replace, and repair the ground, grasses, trees, shrubbery, fences, and all permitted improvements thereon, if any, to the condition(s) existing immediately prior to Grantee's construction, repair, maintenance, inspection, or other entry thereon, all in accordance with Grantee's design or construction project plans.



## STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Michael G. Schlup and Michel L. Schlup, Grantors herein, in consideration of the sum of **One Dollar (\$1.00)** cash in-hand paid by the City of Leawood, Kansas, and other valuable considerations, the sufficiency of which is hereby acknowledged, do hereby GRANT to the **CITY OF LEAWOOD, KANSAS**, Grantee, a Municipal Corporation of the State of Kansas, its successors and assigns forever a perpetual easement over, under, and through the following described real estate for the purpose of constructing, using, replacing, and maintaining a storm sewer (either an underground enclosed system, or an open channel, in accordance with Leawood's Construction Standards), tributary connections and appurtenant work in any part of said easement, including the right to clean, repair, replace and care for said sewer facilities, together with the right of access to said easement and over said easement for said purposes, in the following described premises:

Commencing at the NW corner of the SW ¼ of Section 3, Township 14, Range 23 Johnson County, Kansas; thence South 0 Degrees 0 Minutes 37 Seconds East, along the West line of the SW ¼ of said Section 3, a distance of 331.58 feet; thence South 89 Degrees 41 Minutes 29 Seconds East a distance of 605.62 to the True Point of Beginning, said point being on the North line of Lot 1, Strawberry Hill; thence continuing South 89 Degrees 41 Minutes 29 Seconds East a distance of 55.05 feet to a point, said point being the NE corner of Lot 1, Strawberry Hill; thence South 0 Degrees 0 Minutes 25 Seconds West along the east line of Lot 1 Strawberry Hill, a distance of 42.42 feet; thence South 89 Degrees 59 Minutes 35 Seconds West a distance of 39.46 feet; thence North 53 Degrees 14 Minutes 16 Seconds West a distance of 19.66; thence North 0 Degrees 18 Minutes 31 Seconds East a distance of 30.94 feet to the Point of Beginning. Containing 2255 square feet.

THIS EASEMENT is executed and delivered and said easement is granted upon the following conditions, to wit:

1. The Grantors, heirs, executors, administrators, successors and assigns, hereby release the **CITY OF LEAWOOD, KANSAS**, its agents and employees, assigns and successors from any and all liability for damage to the remaining lands resulting from this conveyance, and construction and maintenance of said sewer, provided the Grantee, its agents and employees, assigns and successors shall, as soon as practicable, after construction of said sewer and all subsequent alterations and repairs thereto, restore all property of the Grantors to a neat and presentable condition.

2. It is understood by the Grantors that the sewer constructed hereunder shall, in every respect be a public sewer as if laid in one of the dedicated streets of the **CITY OF LEAWOOD, KANSAS**, and all the property abutting thereon shall have the right to connect therewith under the same conditions as if the sewer were in a public street; and the **CITY OF LEAWOOD, KANSAS**, or any abutting property owners, upon permit from the Grantee herein, shall have the right at all times to enter upon the described premises for the purpose of making any necessary repairs to or renewals for replacements of said sewer.
  
3. The rights granted herein shall not be construed to interfere with or restrict the Grantors, heirs, executors, administrators, successors and assigns from the use of the premises with respect to the construction and maintenance of property improvements along and over the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said sewer.

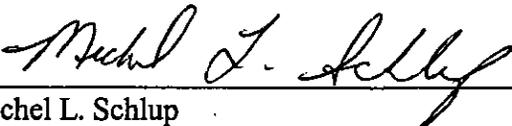
THIS EASEMENT shall run with the land and shall apply to all interests now owned or hereafter acquired to the above described property. This easement shall be filed of record with the Register of Deeds, Johnson County, Kansas.

DATED this 9 day of September, 2002.

**NANCY E. ZELLMER**  
Notary Public - Notary Seal  
State of Missouri  
Camden County  
My Commission Expires 07/08/2003

**GRANTORS:**

  
\_\_\_\_\_  
Michael G. Schlup

  
\_\_\_\_\_  
Michel L. Schlup

INDIVIDUAL ACKNOWLEDGMENT

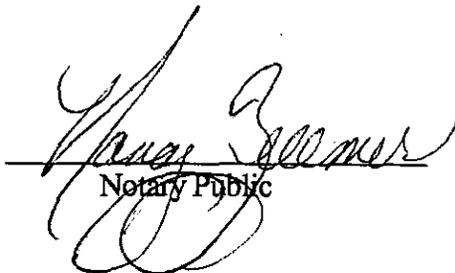
STATE OF MO  
COUNTY OF CAMDEN ) SS.

BE IT REMEMBERED, that on this 9 day of September, 2002, before me, the undersigned, a Notary Public in and for the said County and State, came MICHAEL & NICHEZ SCHLUP who are personally known to me to be the same person(s) who executed the foregoing instrument in writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My Commission Expires:

7-6-2003

  
Notary Public

NANCY E. ZELLMER  
Notary Public - Notary Seal  
State of Missouri  
Camden County  
My Commission Expires 07/06/2003

RESOLUTION NO. 1795

A RESOLUTION ACCEPTING THE DEED OF DEDICATION OF RIGHT-OF-WAY FOR PAWNEE BETWEEN 135<sup>th</sup> AND 137<sup>th</sup> STREETS FROM THE RONALD E. NELSON LIVING TRUST [TRUST] TO THE CITY OF LEAWOOD, KANSAS [CITY]

WHEREAS, the Trust is the owner of record for property described in Exhibit "A"; and

WHEREAS, the City desires to accept conveyance of this property.

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

SECTION ONE: The Governing Body hereby approves and accepts the Deed of Dedication for additional right-of-way for Pawnee between 135<sup>th</sup> and 137<sup>th</sup> Streets.

APPROVED by the Governing Body this 16<sup>th</sup> day of September, 2002.

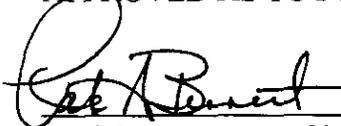
SIGNED by the Mayor this 16<sup>th</sup> day of September, 2002.



  
\_\_\_\_\_  
Peggy J. Dunn, Mayor

  
\_\_\_\_\_  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That this Deed, made and entered into this 1st day of August, 2002, by and between RONALD E. NELSON, as Trustee of the RONALD E. NELSON LIVING TRUST dated January 24, 1997, Grantor, and the CITY OF LEAWOOD, Johnson County, State of Kansas, Grantee,

WITNESSETH:

That Grantors, in the consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents do GRANT, BARGAIN, SELL AND CONVEY until the Grantee forever all their right, title and interest in and to the following described real estate lying and situated in the County of Johnson, State of Kansas, to wit:

SEE ATTACHED EXHIBIT "A"  
(the "Property")

TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Grantees shall use the Property in the construction, improvement, reconstruction, and maintenance of public right-of-way, and should said right-of-way or any part thereof be vacated, the Property shall revert to Grantors, their heirs, executors, administrators, successors, or assigns.

And the Grantors for their heirs, executors, administrators, successors, and assigns, do hereby covenant, promise, and agree to and with said Grantee that, at the delivery of these presents, it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are clear of and from all and every encumbrance whatsoever, except those of record, and that Grantors will forever warrant and defend the same unto the Grantee or its assigns forever, against all and any lawful claim of all and any persons whomsoever. Grantors hereby agree that Grantors shall pay any special assessments or installments thereof, matured prior to the date hereof on the Property and that Grantee shall not be liable in any way for the payment thereof. Grantors further agree that the proper Governing Body may release the Property from any special assessment assessed against any property adjacent to the Property.

In accepting this conveyance, Grantee agrees that all work within the right of way shall be in accordance with design or construction plans on file and approved by Grantee.

IN WITNESS WHEREOF, said Grantors have hereunto set their hand and seal the day and year first above written.



Ronald E. Nelson, as Trustee of the  
RONALD E. NELSON LIVING TRUST  
dated January 24, 1997

STATE OF KANSAS                    )  
  )SS  
COUNTY OF JOHNSON            )

BE IT REMEMBERED, That on this 12 day of August, 2002, before me, the undersigned, a Notary Public in and for said County and State, came Ronald E. Nelson to me personally known to be the same person who executed the foregoing instrument in his capacity as trustee and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



*Kerri Moran*  
\_\_\_\_\_  
Notary Public    *Kerri Moran*

My Commission Expires:  
3-31-06

## TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made August 1, 2002, between Ronald E. Nelson as Trustee of the RONALD E. NELSON LIVING TRUST dated January 24, 1997, owner of property herein described, hereinafter known as Grantor, and the CITY OF LEAWOOD, KANSAS, a municipal corporation organized and existing pursuant to the laws of the State of Kansas, hereinafter known as Grantee:

### WITNESSETH:

In consideration of the sum of Ten and No/100 Dollars and other valuable considerations, receipt of which is hereby acknowledged, Grantor does hereby convey and release to the Grantee a temporary construction easement hereinafter more particularly designated and described, to wit:

See Attached Exhibit "A"

for the purposes of constructing, improving, and reconstructing a public road and right-of-way improvement (the "Project") as shown by the plans of said improvement as prepared for Grantee by the consulting engineers, a true copy of which is on file in the office of the City Clerk, City of Leawood, Kansas. Grantee shall have a right of entrance, occupation, construction and use that shall continue during construction and for six (6) months after completion and acceptance of the Project. In no event shall this grant exceed period of two (2) years from date of its execution.

Grantee hereby covenants and agrees to repair any damage to Grantor's property contiguous to the easement property that is caused by Grantee, its employees or contractors or agents, by reason of the exercise of the rights granted to Grantee hereunder, and will restore any portions of Grantor's property so disturbed by Grantee to its condition prior to Grantee's activities.

IN WITNESS WHEREOF said Grantor has hereunto set its hands the day and year first above written.



Ronald E. Nelson, as Trustee of the RONALD E.  
NELSON LIVING TRUST dated January 24, 1997

STATE OF KANSAS            )  
  ) SS  
COUNTY OF JOHNSON        )

BE IT REMEMBERED, That on the 1<sup>st</sup> day of August, 2002, before me, the undersigned, a Notary Public in and for said county and state, came Ronald E. Nelson to me personally known to be the same person who executed the within instrument in his capacity as trustee, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



*Kerri Moran*  
\_\_\_\_\_  
Notary Public *Kerri Moran*

My Term Expires:

3-31-06

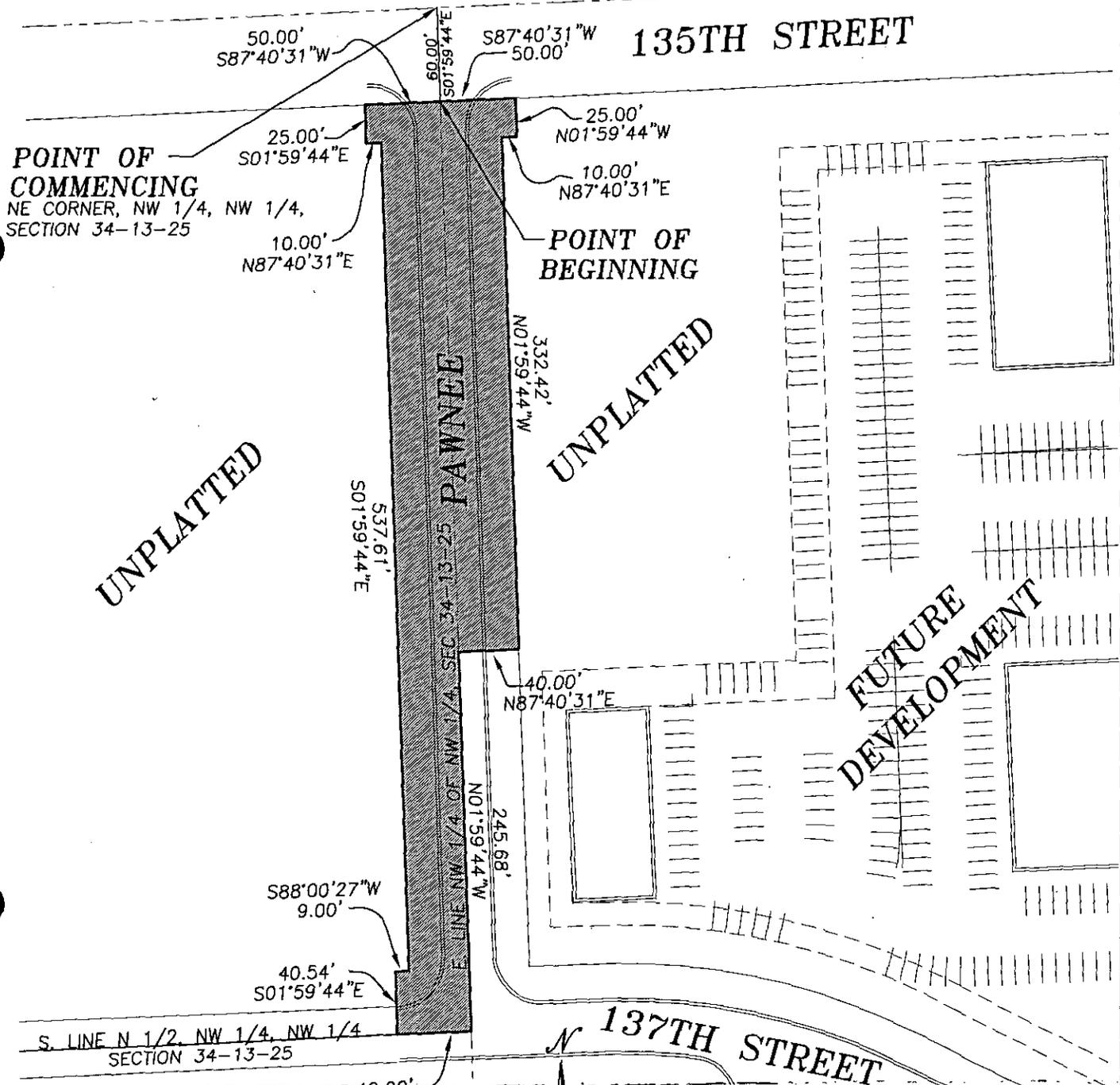
# EXHIBIT "A" RIGHT-OF-WAY DEDICATION

**PART OF THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 13, RANGE 25  
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS**

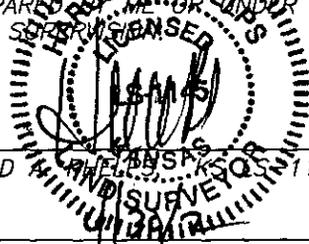
**LEGAL DESCRIPTION:**

ALL THAT PART OF THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 13, RANGE 25, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE S 01°59'44" E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°40'31" W, A DISTANCE OF 50.00 FEET; THENCE S 01°59'44" E, A DISTANCE OF 25.00 FEET; THENCE N 87°40'31" E, A DISTANCE OF 10.00 FEET; THENCE S 01°59'44" E, A DISTANCE OF 537.61 FEET; THENCE S 88°00'27" W, A DISTANCE OF 9.00 FEET; THENCE S 01°59'44" E, A DISTANCE OF 40.54 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°41'07" E, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 49.00 TO A POINT ON EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 01°59'44" W, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 245.68 FEET; THENCE N 87°40'31" E, A DISTANCE OF 40.00 FEET; THENCE N 01°59'44" W, A DISTANCE OF 332.42 FEET; THENCE N 87°40'31" E, A DISTANCE OF 10.00 FEET; THENCE N 01°59'44" W, A DISTANCE OF 25.00 FEET; THENCE S 87°40'31" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 39,285 SQUARE FEET, MORE OR LESS.



I HEREBY CERTIFY THAT THE REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION BY A LICENSED SURVEYOR.



BY: HAROLD S. SISK  
1145

DATE: \_\_\_\_\_



SCALE: 1" = 100'  
0 100



ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION MANAGEMENT  
1270 N. WINCHESTER OLATHE, KS. 66061 • (913)393-1155 • FAX (913)393-1166

PROJECT NO. 010385	DATE 4-26-02	BY SPT
--------------------	--------------	--------

# EXHIBIT "A"

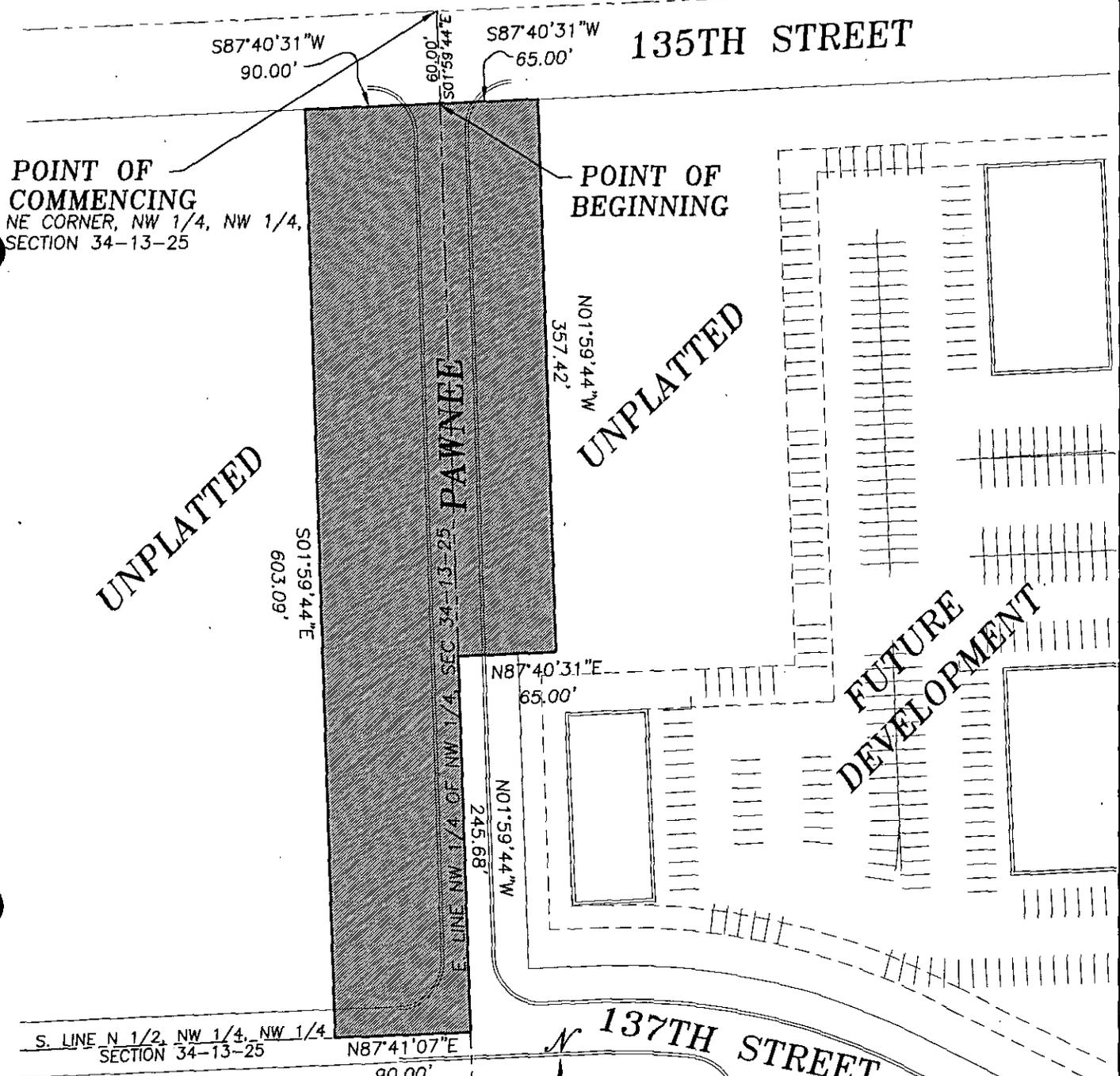
## TEMPORARY CONSTRUCTION EASEMENT

**PART OF THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 13, RANGE 25  
IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS**

**LEGAL DESCRIPTION:**

ALL THAT PART OF THE NORTH ONE-HALF OF SECTION 34, TOWNSHIP 13, RANGE 25, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE S 01°59'44" E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°40'31" W, A DISTANCE OF 90.00 FEET; THENCE S 01°59'44" E, A DISTANCE OF 603.09 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 87°41'07" E, ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 90.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE N 01°59'44" W, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 245.68 FEET; THENCE N 87°40'31" E, A DISTANCE OF 65.00 FEET; THENCE N 01°59'44" W, A DISTANCE OF 357.42 FEET; THENCE S 87°40'31" W, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 77,511 SQUARE FEET, MORE OR LESS.



SCALE: 1" = 100'  
0 100

I HEREBY CERTIFY THAT THIS REAL PROPERTY LEGAL DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

BY:  HAROLD PHELPS, LS-1145  
REGISTERED SURVEYOR  
STATE OF KANSAS  
DATE: \_\_\_\_\_

**PHELPS**  
Engineering, Inc.

ENGINEERING • PLANNING • SURVEYING • CONSTRUCTION MANAGEMENT  
1270 N. WINCHESTER OLATHE, KS. 66061 • (913)393-1155 • FAX (913)393-1166

PROJECT NO. 010385	DATE 4-26-02	BY SPT
--------------------	--------------	--------

RESOLUTION NO. 1794

**A RESOLUTION APPOINTING A LOCAL FREEDOM OF INFORMATION OFFICER FOR THE CITY OF LEAWOOD, KANSAS, PROVIDING FOR THE OFFICER'S DUTIES, AND REPEALING RESOLUTION NO. 1610**

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

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

WHEREAS, on May 21, 2001, by Resolution No. 1610, the City appointed Martha Heizer, City Clerk, as the local FIO; and

WHEREAS, upon Martha Heizer's retirement on September 9, 2002, the City desires to appoint Deb Harper as the new local FIO.

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

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

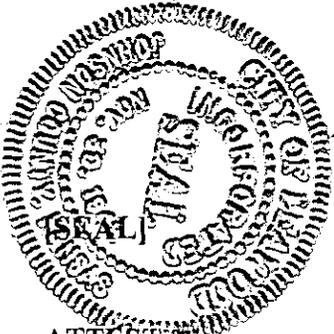
**SECTION TWO: Duties.** The Local Freedom of Information Officer or the officer's designee shall:

- a. Prepare and provide educational materials and information concerning the open records act;
- b. be available to assist the City and members of the general public to resolve disputes relating to the open records act;
- c. respond to inquiries relating to the open records act;
- d. establish the requirements for the content, size, shape and other physical characteristics of a brochure required to be displayed or distributed or otherwise make available to the public under the open records act. In establishing such requirements for the content of the brochure, the local freedom of information officer shall include plainly written basic information about the rights of a requestor, the responsibilities of a public agency, and the procedures for inspecting and obtaining a copy of public records under the open records act.

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

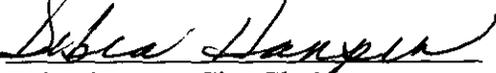
PASSED by the Governing Body this 16<sup>th</sup> day of September, 2002.

APPROVED by the Governing Body this 16<sup>th</sup> day of September, 2002.



  
Peggy Dunn, Mayor

ATTEST:

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1793

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE ANNEXATION AGREEMENT, SUCH AMENDMENT BEING REVISED AND BEING BY AND BETWEEN COR DEVELOPMENT, LLC, ["COR DEVELOPMENT"] A KANSAS LIMITED LIABILITY COMPANY AND THE CITY OF LEAWOOD, KANSAS, ["CITY"] A MUNICIPAL CORPORATION.

WHEREAS, COR DEVELOPMENT filed its Petition requesting voluntary annexation by the City of Leawood, Kansas, dated July 11, 2001, requesting annexation into the City pursuant to certain terms and conditions; and

WHEREAS, on July 16, 2001, and pursuant to Ordinance No. 1900, the City sustained COR DEVELOPMENT's Petition seeking voluntary annexation pursuant to certain terms and conditions; and

WHEREAS, in connection with the aforementioned Ordinance No. 1900, the City and COR DEVELOPMENT did, on July 16, 2001, execute an Annexation Agreement (the "Original Annexation Agreement"); and

WHEREAS, the parties entered into a First Amendment to Annexation Agreement on October 29, 2001; and

WHEREAS, the parties entered into a Second Amendment to Annexation Agreement on March 4, 2002; and

WHEREAS, the parties now do hereby seek to further amend the Agreement in certain respects.

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

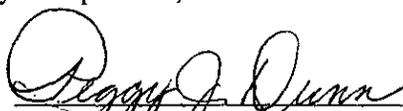
SECTION ONE: That the Governing Body hereby approves and authorizes the Mayor to execute the attached Third Amendment to Annexation Agreement, as revised.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 16th day of September, 2002.

APPROVED by the Mayor this 16th day of September, 2002.

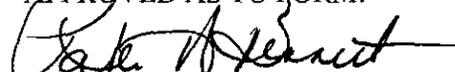
[SEAL]

  
Peggy J. Dunn, Mayor

ATTEST:

  
Debra Harper, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

Revised

THIRD AMENDMENT TO ANNEXATION AGREEMENT

September

JR  
R.M.

THIS THIRD AMENDMENT TO ANNEXATION AGREEMENT (hereinafter the "Third Amendment") is entered into this ~~16~~ day of ~~July~~ September, 2002, by and between COR DEVELOPMENT, LLC, a Kansas Limited Liability Company, hereinafter referred to as "COR DEVELOPMENT", and the CITY OF LEAWOOD, KANSAS, a Municipal Corporation, hereinafter referred to as "City."

RECITALS

A. COR DEVELOPMENT filed its Petition requesting voluntary annexation by the City of Leawood, Kansas, dated July 11, 2001, requesting annexation into the City pursuant to certain terms and conditions.

B. On July 16, 2001, and pursuant to Ordinance No. 1900, the City sustained COR DEVELOPMENT's Petition seeking voluntary annexation pursuant to certain terms and conditions.

C. In connection with the aforementioned Ordinance No. 1900, the City and COR DEVELOPMENT did, on July 16, 2001, execute an Annexation Agreement (the "Original Annexation Agreement") providing for the deannexation of the land which was subject to the Annexation Petition pursuant to certain terms and conditions.

D. The parties entered into a First Amendment to Annexation Agreement on October 29, 2001, extending certain dates and time frames contained in the Original Annexation Agreement (the "First Amendment").

E. The parties entered into a Second Amendment to Annexation Agreement on March 4, 2002, extending certain dates and time frames contained in the Agreement (the "Second Amendment").

F. The City has agreed to extend the Agreement through July 16, to allow the parties to work on the terms of this amendment. The Original Annexation Agreement, the First Amendment and the Second Amendment and the extension to July 16<sup>th</sup> are hereinafter sometimes collectively referred to as the "Agreement".

G. That the parties now do hereby seek to further amend the Agreement in certain respects.

NOW THEREFORE, for good, valuable and adequate consideration, including but not limited to the mutual promises herein contained, the parties do hereby agree as follows:

1. Paragraph 1.A. of the Agreement is hereby deleted and substituted therefore shall be the following:

RMA  
 MAY 30, 2003  
 RMA  
 OCTOBER 31, 2002  
 MAY 30, 2003  
 or 45 days following  
 Preliminary Plan  
 approval, whichever  
 comes first (DP)  
 JD

A. The City fails to approve COR DEVELOPMENT'S Application for preliminary platting, zoning, preliminary *and final* plan approval, and benefit district assistance in form and substance acceptable to COR DEVELOPMENT, including stipulations thereto, on or before ~~December 31, 2002~~, provided, however, that all applications or petitions for preliminary platting, zoning, preliminary *and final* plan approval shall be filed on or before ~~July 31, 2002~~, and that ~~any~~ petitions for benefit district financing shall be filed on or before ~~October 31, 2002~~. If such applications and/or petitions are not so filed, then their approval, conditional approval or denial shall not be grounds for requesting de-annexation. The parties understand and agree that, subject to budget considerations, the City will consider a petition for benefit district financing for COR DEVELOPMENT for a term of up to 15 years. The parties further agree that benefit district financing shall not be considered by the Governing Body of the City of Leawood until after approval or conditional approval with consent of COR DEVELOPMENT of the preliminary plat, preliminary *and final* plan and zoning request (all as referenced above) and also acknowledge that any rights Cornerstone may have to seek de-annexation, shall be deemed null and void upon any approval and passage of a resolution granting COR DEVELOPMENT'S petition requesting benefit district financing.

Application  
 for final  
 Plan  
 approval  
 or  
 DP  
 JD

2. Paragraph 4 of the Agreement is hereby amended to read:

4. The City acknowledges that COR DEVELOPMENT may request benefit district financing. The parties agree that the City may consider such request as it would any other request and may make such conditions as it deems appropriate. The parties also agree that COR DEVELOPMENT may, in its discretion but subject to paragraph 1.A, choose to follow the de-annexation request procedure if COR DEVELOPMENT is not satisfied with the City's action on such request.

3. Paragraph 5 of the Agreement is hereby amended to read:

May 30, 2003  
 DP JD

5. COR DEVELOPMENT shall have ten (10) calendar days following the earlier of (a) ~~December 31, 2002~~ or (b) approval or conditional approval or denial of the requests set forth in paragraph 1.A hereof by the Governing Body of the City of Leawood, to give the City written notice of its intent to request de-annexation of the Property. If COR DEVELOPMENT fails to give such notice, then any rights to request or pursue de-annexation under this Agreement shall be deemed waived. If COR DEVELOPMENT does give such notice in a timely fashion, then City shall immediately prepare a statement of costs and fees as noted above and shall submit said statement to COR DEVELOPMENT. COR DEVELOPMENT shall, within thirty (30) days of such statement, make payment to the City in full, and make written request for de-annexation. If COR DEVELOPMENT fails to make such payment, or fails to make such request within thirty (30) days, then any rights to request or pursue



CITY OF LEAWOOD, KANSAS  
A Municipal Corporation of the State of Kansas

By: Peggy Dunn  
Peggy Dunn, Mayor

ATTESTED:

Martha Heizer  
Martha Heizer, City Clerk

State of Kansas        )  
                                  ) ss.  
County of Johnson    )

BE IT REMEMBERED this 25<sup>th</sup> day of July, 2002, before me, a Notary Public, in and for said County; and State came Peggy Dunn, Mayor of the City of Leawood, Kansas, to me personally know to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year above written.

Martha E. Heizer  
Notary Public  
My Commission Expires:



Return to:  
City of Leawood, Kansas  
Attn: City Clerk  
4800 Town Center Drive  
Leawood, Kansas 66211

PEI 010003  
CORNERSTONE VILLAGE  
LEGAL FOR ANNEXATION

**DESCRIPTION:**

Part of the Northwest Quarter of Section 33, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 33; thence N 87°51'30" E, along the North line of the Northwest Quarter of said Section 33, a distance of 1173.45 feet; thence S 1°50'17" E, a distance of 824.10 feet; thence N 87°51'30" E, a distance of 370.00 feet to a point on the West line of the East 68 acres of the Northwest Quarter of said Section 33; thence S 1°50'17" E, along the West line of the East 68 acres of the Northwest Quarter of said Section 33, a distance of 238.27 feet to a point on the North right-of-way line of 137<sup>th</sup> Street as platted in the Church of the Resurrection Second Plat; thence S 72°11'24" W, along the North line of said Church of the Resurrection Second Plat a distance of 28.62 feet to a point of curvature; thence Southwesterly on a curve to the left, along the North line of said Church of the Resurrection Second Plat, with a radius of 650.00 feet, a central angle of 34°26'53" an arc length of 390.80 feet to a point of reverse curvature; thence Westerly, on a curve to the right, along the North line of said Church of the Resurrection Second Plat, with a radius of 600.00 feet, a central angle of 81°18'37", an arc length of 851.48 feet to a point of reverse curvature; thence Northwesterly, on a curve to the left, along the North line of said Church of the Resurrection Second Plat, with a radius of 675.00 feet, a central angle of 31°08'13", an arc length of 366.82 feet; thence S 87°54'55" W, along the North line of said Church of the Resurrection Second Plat, a distance of 68.22 feet to the West line of the Northwest Quarter of said Section 33; thence N 2°05'05" W, along the West line of the Northwest Quarter of said Section 33, a distance of 1309.98 feet to the TRUE POINT OF BEGINNING and containing 40.6287 acres, more or less.



# Leawood

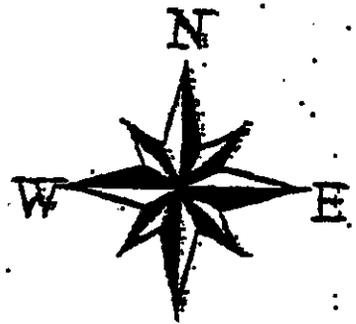
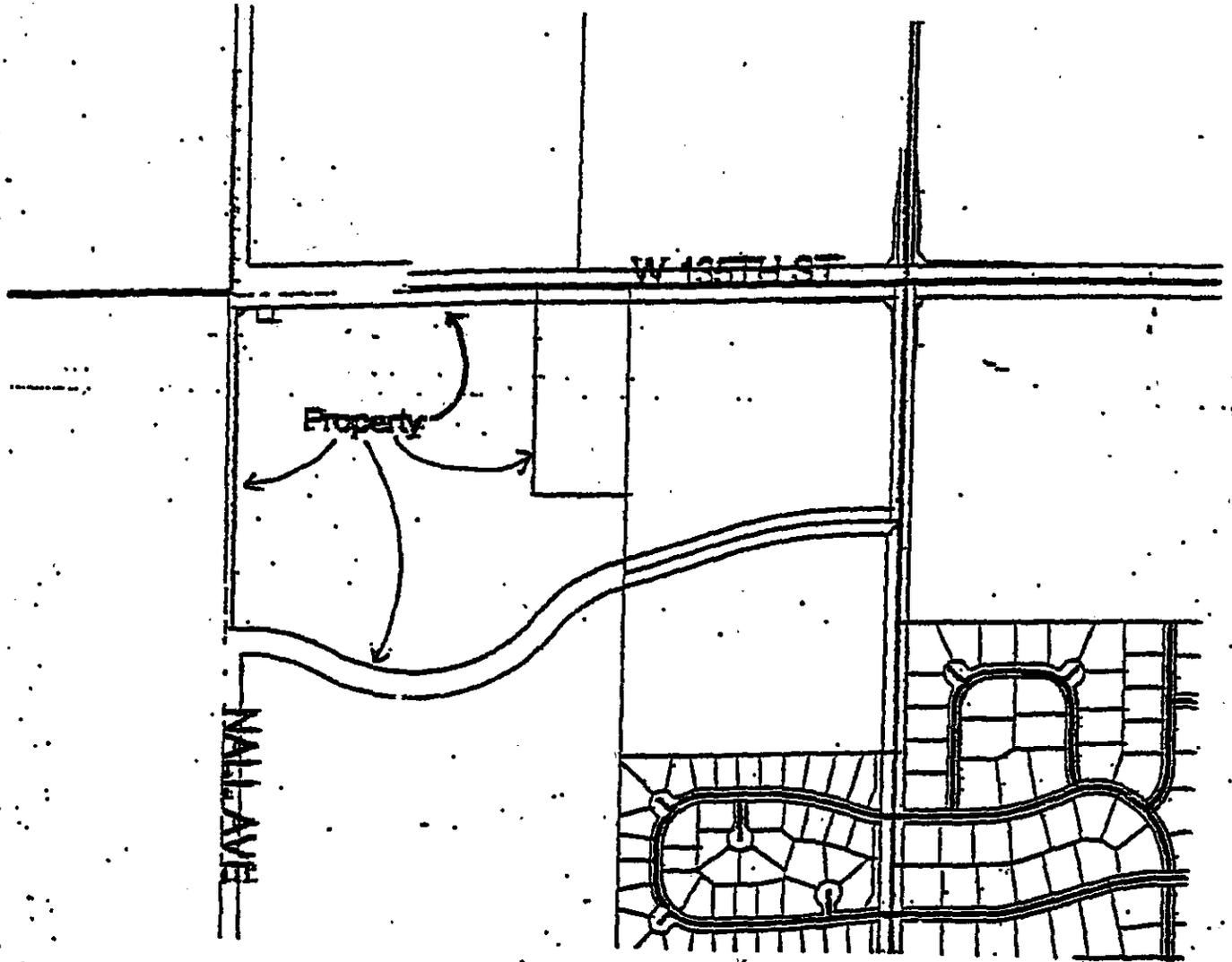


EXHIBIT  
**B**

**THIRD AMENDMENT TO ANNEXATION AGREEMENT**

September

R.M.A.

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**RECITALS**

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C. In connection with the aforementioned Ordinance No. 1900, the City and COR DEVELOPMENT did, on July 16, 2001, execute an Annexation Agreement (the "Original Annexation Agreement") providing for the deannexation of the land which was subject to the Annexation Petition pursuant to certain terms and conditions.

D. The parties entered into a First Amendment to Annexation Agreement on October 29, 2001, extending certain dates and time frames contained in the Original Annexation Agreement (the "First Amendment").

E. The parties entered into a Second Amendment to Annexation Agreement on March 4, 2002, extending certain dates and time frames contained in the Agreement (the "Second Amendment").

F. The City has agreed to extend the Agreement through July 16, to allow the parties to work on the terms of this amendment. The Original Annexation Agreement, the First Amendment and the Second Amendment and the extension to July 16<sup>th</sup> are hereinafter sometimes collectively referred to as the "Agreement".

G. That the parties now do hereby seek to further amend the Agreement in certain respects.

NOW THEREFORE, for good, valuable and adequate consideration, including but not limited to the mutual promises herein contained, the parties do hereby agree as follows:

1. Paragraph 1.A. of the Agreement is hereby deleted and substituted therefore shall be the following:

A. The City fails to approve COR DEVELOPMENT'S Application for preliminary platting, zoning, preliminary *and final* plan approval, and benefit district assistance in form and substance acceptable to COR DEVELOPMENT, including stipulations thereto, on or before ~~December 31, 2002~~, provided, however, that all applications or petitions for preliminary platting, zoning, preliminary ~~and final~~ plan approval shall be filed on or before ~~July 31, 2002~~, and that any petitions for benefit district financing shall be filed on or before ~~October 31, 2002~~. If such applications and/or petitions are not so filed, then their approval, conditional approval or denial shall not be grounds for requesting de-annexation. The parties understand and agree that, subject to budget considerations, the City will consider a petition for benefit district financing for COR DEVELOPMENT for a term of up to 15 years. The parties further agree that benefit district financing shall not be considered by the Governing Body of the City of Leawood until after approval or conditional approval with consent of COR DEVELOPMENT of the preliminary plat, preliminary *and final* plan and zoning request (all as referenced above) and also acknowledge that any rights Cornerstone may have to seek de-annexation, shall be deemed null and void upon any approval and passage of a resolution granting COR DEVELOPMENT'S petition requesting benefit district financing.

R.M.A.  
 MAY 30, 2003  
 R.M.A.  
 OCTOBER 31, 2002  
 MAY 30, 2003  
 or 45 days following preliminary plan approval, whichever comes first. (DP)

Application for final plan approval or

2. Paragraph 4 of the Agreement is hereby amended to read:

4. The City acknowledges that COR DEVELOPMENT may request benefit district financing. The parties agree that the City may consider such request as it would any other request and may make such conditions as it deems appropriate. The parties also agree that COR DEVELOPMENT may, in its discretion but subject to paragraph 1.A, choose to follow the de-annexation request procedure if COR DEVELOPMENT is not satisfied with the City's action on such request.

3. Paragraph 5 of the Agreement is hereby amended to read:

5. COR DEVELOPMENT shall have ten (10) calendar days following the earlier of (a) ~~December 31, 2002~~, or (b) approval or conditional approval or denial of the requests set forth in paragraph 1.A hereof by the Governing Body of the City of Leawood, to give the City written notice of its intent to request de-annexation of the Property. If COR DEVELOPMENT fails to give such notice, then any rights to request or pursue de-annexation under this Agreement shall be deemed waived. If COR DEVELOPMENT does give such notice in a timely fashion, then City shall immediately prepare a statement of costs and fees as noted above and shall submit said statement to COR DEVELOPMENT. COR DEVELOPMENT shall, within thirty (30) days of such statement, make payment to the City in full, and make written request for de-annexation. If COR DEVELOPMENT fails to make such payment, or fails to make such request within thirty (30) days, then any rights to request or pursue

May 30, 2003 (DP)



CITY OF LEAWOOD, KANSAS  
A Municipal Corporation of the State of Kansas

By: Peggy Dunn  
Peggy Dunn, Mayor

ATTESTED:

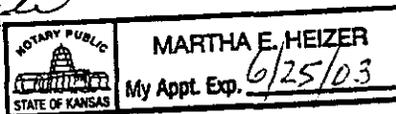
Martha Heizer  
Martha Heizer, City Clerk

State of Kansas        )  
                                  ) ss.  
County of Johnson     )

BE IT REMEMBERED this 25<sup>th</sup> day of July, 2002, before me, a Notary Public, in and for said County; and State came Peggy Dunn, Mayor of the City of Leawood, Kansas, to me personally know to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year above written.

Martha E. Heizer  
Notary Public  
My Commission Expires:



Return to:  
City of Leawood, Kansas  
Attn: City Clerk  
4800 Town Center Drive  
Leawood, Kansas 66211

PEI 010003  
CORNERSTONE VILLAGE  
LEGAL FOR ANNEXATION

DESCRIPTION:

Part of the Northwest Quarter of Section 33, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 33; thence N 87°51'30" E, along the North line of the Northwest Quarter of said Section 33, a distance of 1173.45 feet; thence S 1°50'17" E, a distance of 824.10 feet; thence N 87°51'30" E, a distance of 370.00 feet to a point on the West line of the East 68 acres of the Northwest Quarter of said Section 33; thence S 1°50'17" E, along the West line of the East 68 acres of the Northwest Quarter of said Section 33, a distance of 238.27 feet to a point on the North right-of-way line of 137<sup>th</sup> Street as platted in the Church of the Resurrection Second Plat; thence S 72°11'24" W, along the North line of said Church of the Resurrection Second Plat a distance of 28.62 feet to a point of curvature; thence Southwesterly on a curve to the left, along the North line of said Church of the Resurrection Second Plat, with a radius of 650.00 feet, a central angle of 34°26'53" an arc length of 390.80 feet to a point of reverse curvature; thence Westerly, on a curve to the right, along the North line of said Church of the Resurrection Second Plat, with a radius of 600.00 feet, a central angle of 81°18'37", an arc length of 851.48 feet to a point of reverse curvature; thence Northwesterly, on a curve to the left, along the North line of said Church of the Resurrection Second Plat, with a radius of 675.00 feet, a central angle of 31°08'13", an arc length of 366.82 feet; thence S 87°54'55" W, along the North line of said Church of the Resurrection Second Plat, a distance of 68.22 feet to the West line of the Northwest Quarter of said Section 33; thence N 2°05'05" W, along the West line of the Northwest Quarter of said Section 33, a distance of 1309.98 feet to the TRUE POINT OF BEGINNING and containing 40.6287 acres, more or less.



# Leawood

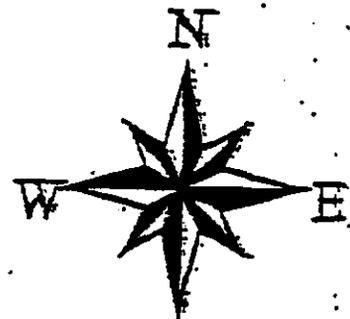
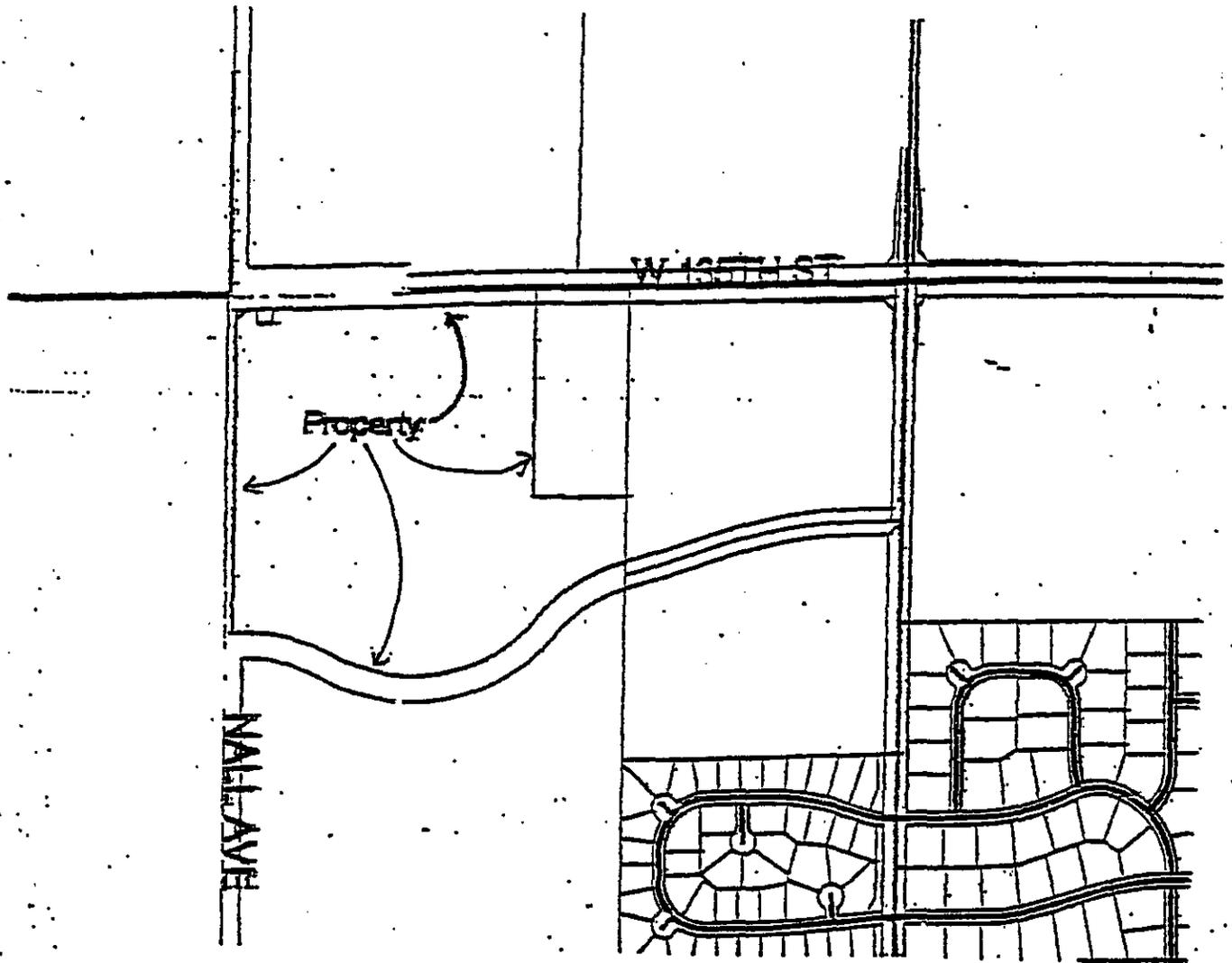


EXHIBIT  
B

RESOLUTION NO. 1792

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat, for Ironhorse Centre, located at approximately the southeast corner of 151<sup>st</sup> Street and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Ironhorse Centre, submitted a request for a preliminary site plan and preliminary plat, for real property located at the southeast corner of 151<sup>st</sup> and Nall Avenue; and

WHEREAS, Ironhorse Centre appeared before the Planning Commission on July 23, 2002, and presented such requests for approval; and

WHEREAS, the preliminary site plan consists of Retail and Office and this area is identified as Mixed Use on the 2002 Comprehensive Plan; and

WHEREAS, the project consists of 10 buildings containing 108,851 square feet on 15.3 acres for an f.a.r. of 0.16; and

WHEREAS, a 25' golf course buffer easement is located along all property lines that are adjoining the Ironhorse Golf Course, and;

WHEREAS, deviations allowing a 35' building setback from the west property line and 19' parking setback along the north property line, and;

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

1. The project is limited to 10 buildings of 108,851 sqft. on 15.3 acres (.16 FAR).
2. The applicant is responsible for a public art impact fee or a piece of public art. Approval of the design and location of the public art will need to go before the Arts Council and Planning Commission at a later date. In lieu of that, the applicant may pay a public art impact fee in the amount of \$.10 / square foot of finished floor area. (108,851 sqft. X \$.10 = \$10,851.10)
3. The applicant is responsible for a park impact fee in the amount of \$.10 / square foot of finished floor area. (108,851 sqft. X \$.10 = \$10,851.10)
4. The developer is responsible for a South Leawood Transportation impact fee in the amount of \$1,250 per acre. The total amount to be paid at the time of approval of the final plat is \$19,125 (15.3 acres X \$1,250 = \$19,125).
5. The developer is responsible for \$200 / front foot for the unimproved portion of 151st Street, prior to the recording of the final plat.
6. A cross access and parking agreement must be recorded on the final plat.
7. The 25' golf course easement must be shown to extend along the full length of the eastern and southern property lines of both the site plan and the plat.
8. The applicant developer shall maintain as many existing trees within the 25' golf course buffer easement as possible and must identify to Planning Staff the trees that are to be removed prior to their removal.

9. The applicant owner agrees to all the stipulations listed in the attached memorandum to the Director of Planning and Development, dated July 16, 2002, and to all recommendations of the Ironhorse Golf Course Committee.
10. The final plat must contain appropriate text regarding the 25' golf course easement.
11. All trash enclosures must meet the approved building setbacks for the development.
12. Trash enclosures must be screened from public view with a 6 foot solid masonry structure to match the materials used in the buildings and shall be attached to the individual buildings and appropriately landscaped. The gate shall be painted steel.
13. All landscaped areas shall be irrigated.
14. All downspouts are to be enclosed.
15. All roof top units must be screened from view.
16. All utility boxes on the interior of the lot or near the building are to be screened with landscaping or walls. This includes air conditioner units, etc.
17. A more detailed landscape plan must be submitted with final documents.
18. The lighting plans and fixtures must be included in the final application.
19. Materials boards must be submitted at the time of final site plan application.
20. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
21. This preliminary plan approval shall lapse in five years, if construction on the project has not begun or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
22. All access points off of 151<sup>st</sup> Street, the circular intersection at the center of the development and all internal drives connecting the driveways to the circular intersection shall be constructed in the 1<sup>st</sup> phase of the development.
23. The walking path within the 25' golf course buffer easement shall be 6' in width.
24. The Owner/Applicant must establish a funding mechanism to maintain, repair and/or replace all common areas and common area improvements including, but not limited to, streets, walls, and stormwater system improvements. The mechanism will include a deed restriction running with each lot in the development that will mandate that each owner must contribute to the funding for such maintenance, repair and/or replacement and that each lot owner is jointly and severally liable for such maintenance, repair and/or replacement, and that the failure to maintain, repair or replace such common areas or common area improvements may result in the City of Leawood maintaining, repairing and replacing said common areas and/or improvements, and the cost incurred by the City of Leawood will be jointly and severally assessed against each lot, and will be the responsibility of the owner(s) of such lot.
25. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-five.

WHEREAS, after considering the Planning Commission's recommendation, the Governing Body, approved the recommendation with the following additional stipulations:

1. A five-foot wrought iron fence shall be constructed along the full length of the south property line to match the golf course fence on adjacent properties. No gates are allowed in this fence.
2. Developer agrees to insert the following covenant running with the land in all deed restrictions binding the lots in the development:

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

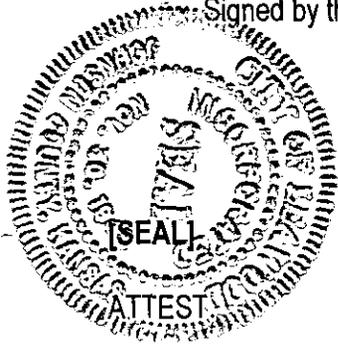
Developer further agrees to submit a copy of said restrictions to be filed prior to recording its final plat.

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

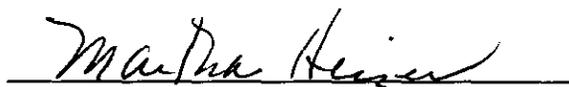
SECTION ONE: The Governing Body hereby approves the Ironhorse Centre's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat.

Adopted by the Governing Body this 3<sup>rd</sup> day of September, 2002.

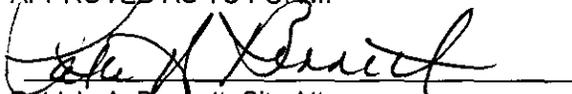
Signed by the Mayor this 3<sup>rd</sup> day of September, 2002.



  
Peggy Dunn, Mayor

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

MEMORANDUM

Date: July 16, 2002

To: Diane Binckley, Planning & Development Director  
Department of Planning & Development

From: David Ley, P.E., City Engineer  
Department of Public Works

Re: Iron Horse Center  
Case Number: 54-02

The Department of Public Works has reviewed the aforementioned projects and would like to make the following stipulations as part of the Planning Commission Approval:

1) Traffic Study:

- a) Has been reviewed and found to be in general compliance with City Standards.
- b) The developer shall construct an eastbound right turn lane for the west entrance and the middle entrance. The length of the bay and the transition shall be as stated in the Traffic Study.
- c) The developer shall construct three lanes exiting the middle access drive in accordance with the Traffic Study.
- d) The developer agrees to pay for the design, construction and inspection of temporary traffic signals at the middle access drive if they become warranted prior to the improvements to 151<sup>st</sup> St from Nall Ave to Mission Rd. The developer shall pay one hundred (100) percent of the cost of temporary traffic signals if the development to the north has not been constructed.
- e) The developer agrees to pay fifty (50) percent for the design, construction and inspection of permanent traffic signals at the middle access drive.

2) Storm Drainage Report:

- a) Has been reviewed and found to be in general compliance with City Standards.
- b) The developer agrees to provide grading of the site to control the one hundred (100) year runoff over the proposed storm sewer pipes that are to be

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installed on Iron Horse Golf Club or increase the storm sewer system to convey the one hundred (100) year storm event. Overtopping the parking lot curbs shall not be permitted at any other locations.

- c) The developer shall install storm sewer structures within five (5) of the property lines and provide public easements around these structures.
  - d) The storm sewer pipe on the southwest side of the project shall be extended to Negro Creek, east side of the golf cart bridge on Negro Creek. The Negro Creek banks shall be lined with stack stone rock, on both sides, from the golf cart bridge to the existing stack stone rock on the north side of the channel and continue on the south side to match the length of stacked stone rock on the north side. The developer shall reconstruct the golf cart path and provide a temporary golf cart path while the contractor constructs the storm sewer. The final location of the storm sewer line shall be approved by the Parks & Recreation Department. This stipulation is subject to the approval of the Golf Course Committee.
  - e) The storm sewer pipe on the northeast side of the project shall be extended to the channel on Iron Horse Golf Club and grouted stone rip-rap placed around the end section and across the channel from the end section to protect the banks. The final location of the storm sewer line shall be approved by the Parks & Recreation Department. This stipulation is subject to the approval of the Golf Course Committee.
  - f) The storm sewer pipe on the southeast side of the project shall be extended to the channel on Iron Horse Golf Club and grouted stone rip-rap placed around the end section and across the channel from the end section to protect the banks. The developer agrees to remove the silt from the channel from this location to the tee box and restore the channel with bio-engineering. The developer agrees to hire a firm with a minimum of two (2) years experience in the design of bio-engineering and the firm shall be approved by the City Engineer. The final location of the storm sewer line shall be approved by the Parks & Recreation Department. This stipulation is subject to the approval of the Golf Course Committee.
- 3) Plat:
- a) Provide a ten (10) foot Sidewalk Easement in the location of the two (2) eastbound turn lanes.
  - b) Provide a ten (10) foot by ten (10) foot triangular section of Right-of-Way at the northwest corner of the property at 151<sup>st</sup> St and Nall Ave.
  - c) Provide the Camp, Dresser, McKee Ultimate Flood Limits on the plat.
- 4) Construct a five (5) foot concrete sidewalk from Nall Ave to four hundred thirty (430) feet east of the Nall Ave section line.
- 5) The developer agrees to grade the site to match the future improvements of 151<sup>st</sup> Street at the Right-of-Way line.
- 6) All public improvements shall be designed and constructed in accordance with the City of Leawood Public Improvement Construction Standards as developed by the Department of Public Works (latest revision).

- 7) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.
- 8) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.
- 9) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

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# IRONHORSE GOLF CLUB

## GOLF COURSE SUB-COMMITTEE MEETING MAY 21, 2002 – 4:00 p.m., IRONHORSE Club House

Committee members in attendance were Dick Fuller, Jim Dickson, and Bobby Davidson. Also in attendance were Pete Spratlin, golf course superintendent, Phil Gibbs (Continental Consulting Engineers), and representing the developer, Kevin Berman (Hofer, Wysocki), Brick Owens (HNTB), and Chad Belger (Phelps Engineering).

The meeting was called to order at 4:10 p.m.

The purpose of the meeting was a request from the Leawood Planning Commission that the golf course committee review the preliminary plans of Ironhorse Centre, the proposed 108,000 sf office/retail development at the SEC of 151<sup>st</sup> and Nall, prior to the presentation to Planning Commission. The intent is for the Golf Course Committee to review any development which borders IRONHORSE Golf Club and determine what, if any, impact the development may have upon the course.

Kevin Berman and Brick Owen presented a general overview of the development plan and addressed the changes from the original plan. This development plan contains one two-story building and nine one-story office/retail buildings, 108,000 sf, and parking for 500 cars. There will be extensive landscaping and green areas (approximately 50% of the site) and the buildings have been located to adapt more to the natural terrain of the site. The buildings will feature brick and native stone façade and the retaining wall, which faces the golf course, will have a façade of either, form line concrete, cultural stone, veneer, or native stone. The south border of the development, which parallels the fourteenth fairway, will have at least a 25 foot landscaped setback and there will be either an 8' to 10' retaining wall with a 42" railing or a continuous 5' wrought iron fence the entire distance.

Phil Gibbs, representing the golf course as the "course engineer", discussed the drainage concerns and access to sanitary sewers. The committee is concerned with two issues of drainage from the site. There has been considerable drainage and subsequent un-checked silting from the White Horse Subdivision, north of 151<sup>st</sup> Street, which has caused the small drainage creek on the west side of the sixteenth fairway to become silted in and now unable to handle normal water run off without overflowing onto the sixteenth fairway. The eastern portion of Ironhorse Centre will also drain into this creek and we will request the developer assist in silt removal and some form of rock riprap to control velocity and erosion. At the

southwest corner of the development, the small creek to the west of the cart path will carry the drainage from the western portion of the site and the developer will be requested to provide erosion and silt control along this area. The developer's representatives indicated a willingness to work with the golf course and will provide a storm water management plan, as well as a sanitary sewer connection plan, prior to June 1, 2002. Phil expressed the committee's concern that during the construction period a silt fence, sufficient to prevent any overflow onto the golf course, be erected and maintained with vigilance.

It was determined the developer's planners would provide their preliminary drainage and site plan to the committee by June 1, 2002 and the sub-committee would review and respond to the Planning Commission by June 14<sup>th</sup>.

The meeting was adjourned at 5:30 and Mr. Gibbs, Spratlin, Davidson, and Fuller toured the site and inspected the damage to the drainage areas adjacent to the sixteenth and fourteenth fairways.

Respectfully Submitted,

Richard D. Fuller, Chairman  
Ironhorse Golf Committee

# IRONHORSE GOLF CLUB

## GOLF COURSE SUB-COMMITTEE MEETING

June 19, 2002 – 4:00 p.m.

Sub-Committee members in attendance were Dick Fuller and Jim Dickson. Also in attendance were Pete Spratlin, golf course superintendent, Phil Gibbs (Continental Consulting Engineers), and representing the developer; Kevin Berman (Hoefler, Wysocki) and Chad Belger (Phelps Engineering).

Meeting was called to order at 4:10 p.m.

The purpose of the meeting was to review the storm water management assessment (SWMA) prepared by Phelps Engineering for Ironhorse Centre, the proposed 108,000 sf office/retail development at the SEC of 151<sup>st</sup> and Nall. The intent is for the Golf Course Committee to review any development which borders Ironhorse Golf Club and determine what, if any, impact the development may have upon the course.

Kevin Berman indicated the SWMA and been forwarded to David Lay at Leawood Planning Department and indicated they seemed satisfied with the assessment.

Phil Gibbs, representing the golf course, had preliminarily reviewed the SWMA and indicated the plan probably accurately assessed the flow of water from the site. He reiterated his concerns as to the total drainage impacting the golf course, specifically the un-checked silting from the White Horse Subdivision, north of 151<sup>st</sup> Street, which has caused the small drainage creek on the west side of the sixteenth fairway to become silted in and unable to handle normal water run off without overflowing onto the sixteenth fairway. The eastern portion of Ironhorse Centre also drains into this creek and we will require the

developer assist in silt removal and some form of rock riprap to control velocity and erosion. At the southwest corner of the development the small creek to the west of the cart path will carry the drainage from the western portion of the site and the developer will be requested to create a workable drainage channel and provide erosion and silt control along this area. The developer's representatives indicated they would be willing to incorporate the clearing out and erosion control of these two areas as part of their plans and resubmit for review.

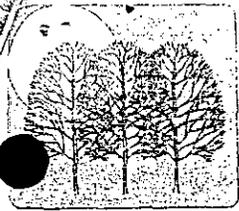
The developer's representatives requested a "Letter of Agreement" be drafted by the City of Leawood, which would incorporate all those requirements deemed necessary by the Golf Course Committee for presentation to the developer for approval.

Dick Fuller indicated he would meet with Chris Claxton and Patty Bennett to discuss this request.

The meeting was adjourned at 4:45.

Respectfully Submitted,

Richard D. Fuller, Chairman  
Ironhorse Golf Committee



# City of Leawood

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

## MEMORANDUM

Date: August 28, 2002

To: Diane Binckley, Planning & Development Director  
Department of Planning & Development

From: David Ley, P.E., City Engineer   
Department of Public Works

Re: Ironhorse Centre  
Case Number: 54-02

It is our recommendation that detention not be required for the Ironhorse Centre development. The following is a summary of Public Works reasoning:

- 1) Based on the attached detention study, completed by Dr. Bruce McEnroe, detaining the water on the Ironhorse Centre site would actually increase the peak flow. This occurs because the upstream development, approximately 540 ac, is developed without detention facilities. By not detaining Ironhorse Centre, the storm water from this site will be channeled through Ironhorse Golf Club prior to the peak runoff flowing to Ironhorse Golf Club from the upstream developments.

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

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RESOLUTION NO. 1791

**RESOLUTION APPROVING POLICY FOR DEVELOPING LIST OF  
ENGINEERING CONTRACTORS TO RECEIVE BID DOCUMENTS FOR  
PROJECTS**

WHEREAS, the City periodically requires the work of outside engineers for design of public works projects; and

WHEREAS, the City desires to establish a policy for approving the list of consultants to received proposal documents from City staff; and

WHEREAS, the Governing Body of the City of Leawood has determined that the list of engineering consultants to receive proposal documents for projects should be submitted by Public Works Staff to the City's Public Works Committee and the members of said Committee may add or delete qualified consultants to said list prior to distribution of the proposal documents.

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

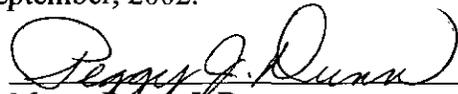
SECTION ONE: That the Governing Body hereby states that the policy of the City of Leawood shall be for City staff to prepare a list of engineering consultants to receive proposal documents for projects, and such list shall be submitted to the City's Public Works Committee and members of said Committee may add or delete qualified consultants to said list prior to distribution of the proposal documents.

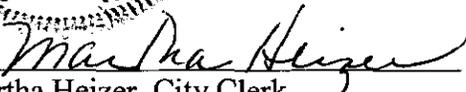
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3<sup>rd</sup> day of September 2002.

APPROVED by the Mayor this 3<sup>rd</sup> day of September, 2002.



  
\_\_\_\_\_  
Mayor Peggy J. Dunn

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1790

RESOLUTION CONSENTING TO THE ENLARGEMENT OF CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS, BY THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY ['BOCC'], PURSUANT TO JOHNSON COUNTY CHARTER RESOLUTION NO. 29-92

WHEREAS, there comes before the Governing Body of the City of Leawood, Kansas, ['City'] the matter of the enlargement of Consolidated Main Sewer District of Johnson County, Kansas. The tract to be included within the sewer district governed by Johnson County is described in Exhibit 'A,' attached hereto and incorporated herein by reference. The provisions of Charter Resolution No. 29-92, Johnson County, Kansas, and any amendments thereto, provide that when any such sewer district extends into the city limits of any incorporated city, the BOCC shall not have power to create or extend such sewer district within the city limits without consent of the governing body of the city.

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

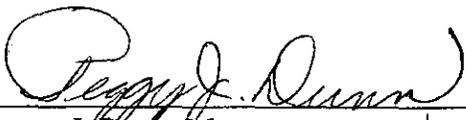
SECTION ONE: That the Governing Body hereby approves and consents that the property shown and described on Exhibit 'A' be included within a sewer district which is governed by the Board of County Commissioners of Johnson County, Kansas.

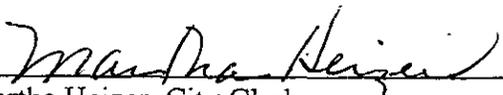
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3rd day of September, 2002.

APPROVED by the Mayor this 3rd day of September, 2002.



  
Peggy J. Durm, Mayor

  
Martha Heizer, City Clerk

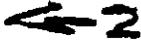
APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

**EXHIBIT "A"**

**Legal Description**

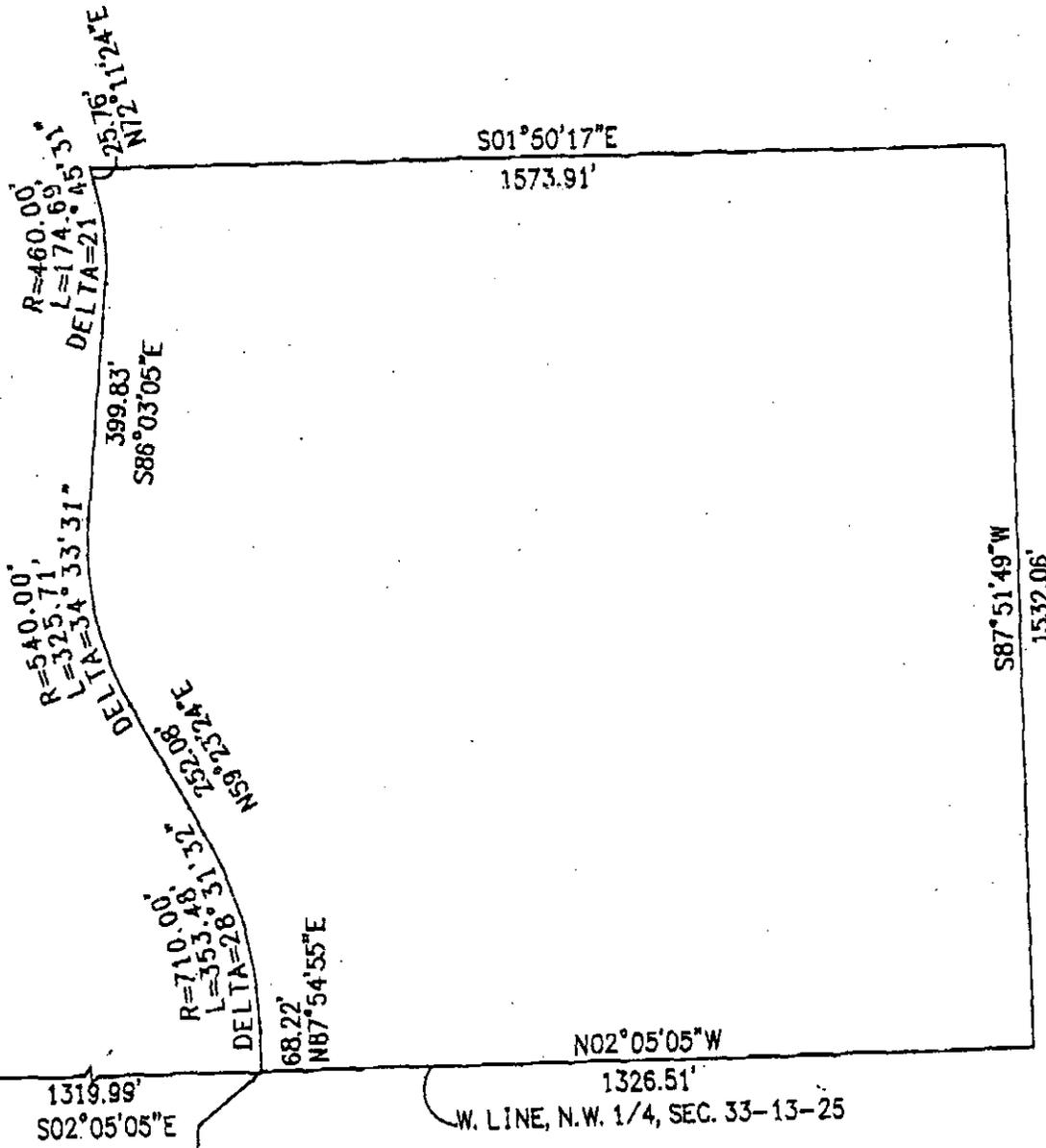
Part of the Northwest Quarter of Section 33, Township 13 South, Range 25 East, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 33; thence S 2°05'05" E, along the West line of the Northwest Quarter of said Section 33, a distance of 1319.99 feet to the TRUE POINT OF BEGINNING; thence N 87°54'55" E, a distance of 68.22 feet to a point of curvature; thence Easterly, on a curve to the left, with a radius of 710.00 feet, tangent to the last described course, an arc length of 353.48 feet; thence N 59°23'24" E, a distance of 252.08 feet to a point of curvature; thence Northeasterly, on a curve to the right, with a radius of 540.00 feet, tangent to the last described course, an arc length of 325.71 feet; thence S 86°03'05" E, a distance of 399.83 feet to a point of curvature; thence Easterly on a curve to the left, with a radius of 460.00 feet, tangent to the last described course, an arc length of 174.69 feet; thence N 72°11'24" E, a distance of 25.76 feet; thence S 1°50'17" E, a distance of 1573.91 feet; thence S 87°51'49" W, a distance of 1532.06 feet to a point on the West line of the Northwest Quarter of said Section 33; thence N 2°05'05" W, along the West line of the Northwest Quarter of said Section 33, a distance of 1326.51 feet to the TRUE POINT OF BEGINNING



1" = 300'

POINT OF COMMENCING  
N.W. CORNER, N.W. 1/4  
SEC. 33-13-25



TRUE POINT  
OF BEGINNING

W. LINE, N.W. 1/4, SEC. 33-13-25

RESOLUTION NO. 1789

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND JULIA BRICKMAN, ["BRICKMAN"], PERTAINING TO THE GRAPHIC ART WORK FOR THE PARKS & RECREATION DEPARTMENT.

WHEREAS, the City is in need of certain services for its Parks & Recreation department; and

WHEREAS, Brickman provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Brickman to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, in an amount not to exceed \$15,000.00, between the City and Brickman, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3<sup>rd</sup> day of September, 2002.

APPROVED by the Mayor this 3<sup>rd</sup> day of September, 2002.



Martha Heizer  
Martha Heizer, City Clerk

Peggy J. Dunn  
Peggy J. Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas municipal corporation located at 4800 Town Center Drive, Leawood, Kansas, and Julia Brickman DBA All Occasions Invitations and Design, a ("Sole Proprietorship"), dated the 3rd, day of September, 2002.

The Independent Contractor is a:

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 13341 Birch, #918, Overland Park, KS 66209  
Business Telephone: (913) 780-5656

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

509-98-5615

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

#### **Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

Produce graphic artwork/design for the Parks and Recreation Department to include: One-page fliers, posters, tri-fold brochures, logos, invitations, postcards, tickets, t-shirts, gift catalogue, and activity/program guides (3). All graphic work produced for the City shall become the property of the City upon completion of the design(s)/work. All work will be issued and reviewed by the Director of Parks and Recreation.

#### **Term of Agreement**

The services called for under this Agreement shall commence on September 16, 2002 and shall be concluded on September 16, 2003.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

Independent Contractor is to be paid by the job/item, per a detailed invoice indicating project date(s), project name, hours of production, and hourly rate, submitted to the Director of Parks and Recreation. The hourly rate is to be \$25.00 per hour with an amount not to exceed the specified dollar amount per item type for a total dollar amount not to exceed \$15,000 annually. *(See attached payment schedule)*. The City agrees to submit all invoices for payment upon receipt with a remit payment to Contractor within 30 days of receipt of invoice.

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director:

Proof of insurance (homeowners or renters) covering damage or loss of equipment and/or any graphic production materials and supplies associated with any work contracted by the City.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 45 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and

inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. The Independent Contractor shall perform all work at her home or separate office, with the exception of any required deliveries or conferences.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

[SEAL]

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn  
Peggy J. Dunn, Mayor

Date: 9/3/02

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Julia Brickman  
Julia Brickman DBA All Occasions Invitations

Date: September 3, 2002

# ACORL™ EVIDENCE OF PROPERTY INSURANCE

DATE  
08/28/2002

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER The Valley Insurance Agency (2) 20 King Street, STE. 102 Overland Park KS 66210-	PHONE (A/C, No, Ext): (913) 451-0020	COMPANY TRAVELERS INSURANCE
CODE: AGENCY CUSTOMER ID # BRICKAAR001	SUB CODE: 100	
INSURED AARON AND JULIA BRICKMAN 13341 BIRCH APT. 918 OVERLAND PARK KS 66209-	LOAN NUMBER	POLICY NUMBER 947094316 634 1
	EFFECTIVE DATE 12/14/2001	EXPIRATION DATE 12/14/2002
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
	THIS REPLACES PRIOR EVIDENCE DATED: / /	

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
13341 BIRCH APT. 918 OVERLAND PARK KS 66209-

## COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
PP	25,000	500
LOU	5,000	
PL	100,000	
MEDPM	1,000	
PPREP		
CR		
ALARM		

## REMARKS (Including Special Conditions)

## CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW \_\_\_\_\_ DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

## ADDITIONAL INTEREST

NAME AND ADDRESS	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Tim Obinger</i>	

ACORD 27 (3/93)

INS027 (9910)

ELECTRONIC LASER FORMS, INC. - (800)327-0545

© ACORD CORPORATION 1993

**PAYMENT SCHEDULE/VALUES FOR:**  
**Graphic Artwork, Parks and Recreation Department**

<u>TYPE</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
One-page fliers (each)	3-15	\$75 - NTE \$375 *
Posters (each)	3-15	\$75 - NTE \$375
T-shirts (each)	3-15	\$76 - NTE \$375
Tri-fold brochures (each)	5-25	\$125 - NTE \$625
Logos (each)	5-20	\$125 - NTE \$625
Program Guide (each)	120-160	\$3,000 - NTE \$4,000

*\*(NTE = "Not to Exceed")*

RESOLUTION NO. 1788

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND MARTHA HEIZER, ["HEIZER"], PERTAINING TO GASB34 SPECIAL PROJECT**

WHEREAS, the City is in need of additional services for a special project concerning implementation of GASB34; and

WHEREAS, Heizer provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Heizer to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement between the City and Heizer, not to exceed \$5,000.00, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 3<sup>rd</sup> day of Septembert, 2002.

APPROVED by the Mayor this 3<sup>rd</sup> day of September, 2002.



Peggy J. Dunn  
Peggy J. Dunn, Mayor

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
Patricia A. Bennett  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Martha Heizer, ("Independent Contractor"), dated the 3<sup>rd</sup>, day of September 2002.

The Independent Contractor is an individual.

The Independent Contractor's address and phone number are:

3803 Somerset Drive, Apt. 202  
Prairie Village, KS 66208  
913 381 3529

The Independent Contractor's Social Security or Employer Identification Number is:  
495-52-8473

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

#### **Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

The Independent Contractor is responsible for providing appropriate support to the City's Finance Department for implementation of GASB 34. The Independent Contractor shall attend all meetings pertaining to GASB 34 implementation for the City of Leawood and shall take and prepare minutes for each meeting. The Independent Contractor shall prepare the agendas for the meetings and attach various supporting documents. The Independent Contractor is responsible for updating the Wilsonville Guidelines and shall prepare a chart of the flow of information for GASB 34 purposes. The Independent Contractor shall prepare and type a Management Discussion and Analysis as determined from decisions rendered in GASB 34 meetings. Independent Contractor shall submit one copy of each of the above referenced documents and City shall provide necessary copies.

The City's Finance Director will provide assignment information for agenda preparation to Independent Contractor by electronic mail.

Independent Contractor is responsible for determining the proper methods to complete the work. Independent Contractor will provide the equipment necessary to do the work

and will complete the work out of her home, provided, however, that when certain reports or tasks performed hereunder require use of documents to be kept and retained at Leawood City Hall, then City shall provide Independent Contractor with a temporary space for compiling such information.

**Term of Agreement**

The services called for under this Agreement shall commence on September 10, 2002 and shall be concluded on December 31, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

The City of Leawood shall pay the Independent Contractor \$25.00 per hour worked, provided, however, that Independent Contractor's time shall not exceed 200 hours, or a total of \$5,000. Independent Contractor shall prepare and submit invoices to the City of Leawood on a monthly basis showing the time spent on the project with the following detail:

- o Date of each entry;
- o Description of work done for each entry;
- o Amount of time spent for each entry;
- o Total of all entries for the month.

City shall pay Independent Contractor for the approved amounts within 21 days of receipt of the invoice.

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers Compensation and other Insurance**

The City will not obtain workers compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers compensation law.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 10 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

#### **Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) she is not and shall not be construed to be an employee of City and that her status shall be that of an independent contractor for which she is solely responsible for her actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Further, Independent Contractor shall not be eligible to receive benefits, including vacation pay, paid sick leave, retirement benefits, and health insurance.

#### **Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

#### **Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

#### **Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

#### **Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of her employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

#### **Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

**CITY OF LEAWOOD, KANSAS**

Peggy J. Dunn  
Peggy J. Dunn, Mayor

Date: 9/3/02

[SEAL]

ATTEST:

Deb Harper  
Deb Harper, Deputy City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

**INDEPENDENT CONTRACTOR**

**Martha Heizer**

By: Martha Heizer

Date: 8/21/02

RESOLUTION NO. 1787

**RESOLUTION OF RECOGNITION**

**WHEREAS**, Martha Heizer began employment with the City of Leawood, Kansas, on July 16, 1973, as a Deputy City Clerk, and was appointed as the City Clerk on July 1, 1987; and

**WHEREAS**, throughout her 29-year career, Martha has demonstrated a commitment to the administrative duties and responsibilities of the City Clerk's Office, the Mayor's Office, City Administrator, and Councilmembers; and

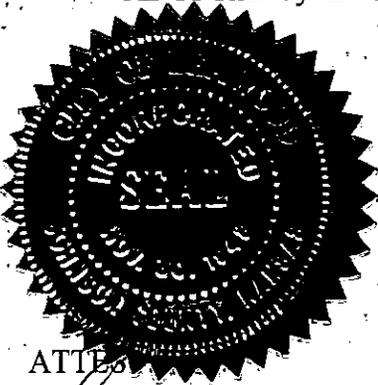
**WHEREAS**, Martha has demonstrated the same degree of commitment to her co-workers and the community; and

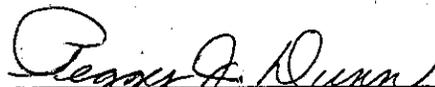
**WHEREAS**, Martha has proven to be a capable and competent professional, has served faithfully, loyally and honorably, and made valuable contributions to the City and the community.

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

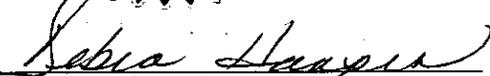
**SECTION ONE:** That the Governing Body of the City of Leawood, Kansas, commends Martha for her outstanding 29 years of service and dedication to the City, and expresses its gratitude to her for the vital services she performed as the City of Leawood's City Clerk.

ADOPTED by the Governing Body this 3<sup>rd</sup> day of September, 2002.



  
Peggy J. Dunn, Mayor

ATTEST:

  
Debra Harper, Deputy City Clerk

RESOLUTION NO. 1786

RESOLUTION DENYING A THIRD AMENDMENT TO THAT CERTAIN DEVELOPMENT/SETTLEMENT AGREEMENT, DATED APRIL 26, 2000, BETWEEN THE CITY OF LEAWOOD AND SUPERMARKET DEVELOPERS, INC., ['SMD'] REGARDING AN INCREASE IN THE HEIGHT OF LETTERS ON CERTAIN SIGNAGE.

WHEREAS, the City of Leawood, Kansas ['City'] and SMD entered into that certain Development/Settlement Agreement ['Agreement'] dated April 26, 2000, in conjunction with Supermarket Developers, Inc., v. City of Leawood, Kansas, Case No. 98 C 3330; and

WHEREAS, the City and SMD entered into that certain Amendment to Development/Settlement Agreement dated May 7, 2001, regarding conveyance of park property and that certain Second Amendment to Development/Settlement Agreement dated May 6, 2002; and

WHEREAS, the City is denying SMD's request to further amend the Agreement to allow that the height of the letters on its sign be increased in size.

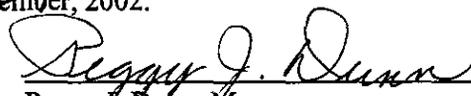
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: The Governing Body of the City of Leawood, Kansas, hereby denies the request for the Third Amendment to that certain Development/Settlement Agreement, dated April 26, 2000.

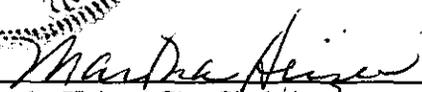
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this <sup>19<sup>th</sup> August</sup> 3<sup>rd</sup> day of September, 2002.

APPROVED by the Mayor this <sup>19<sup>th</sup> August</sup> 3<sup>rd</sup> day of September, 2002.

  
Peggy J. Dunn, Mayor



  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1785

**A RESOLUTION ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2003 FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.**

WHEREAS, the City of Leawood must continue to provide services to protect the health, safety, and welfare of the citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this city continues to increase; and

WHEREAS, the Kansas Legislature has cut revenue to local governments.

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

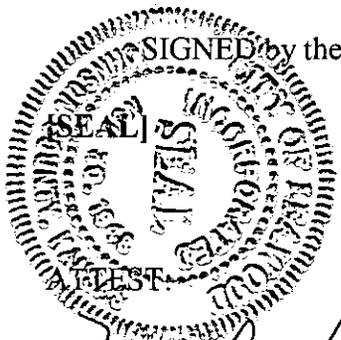
SECTION ONE: In accordance with K.S.A. § 75-4317, the City of Leawood held a public hearing and has prepared the proposed budget necessary to fund city services from January 1, 2003, until December 31, 2003.

SECTION TWO: After careful public deliberations, the Governing Body has determined that in order to maintain the public services that are essential for the citizens of this city, it will be necessary to budget property tax revenues in an amount exceeding the ad valorem taxes in the 2002 budget; although the mill levy will remain the same in 2003 as it is in 2002.

SECTION THREE: This resolution shall take effect upon adoption and following publication once in the official city newspaper.

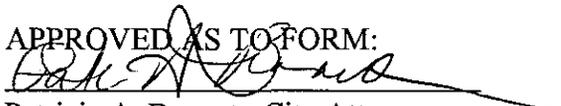
APPROVED by the Governing Body this 19<sup>th</sup> day of August, 2002.

SIGNED by the Mayor this 19<sup>th</sup> day of August, 2002.



  
Peggy Dunn, Mayor

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

# The Legal Record

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

RES1785

Publication Fees: \$18.32

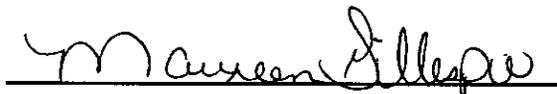
CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

for 1 consecutive week(s), as follows:

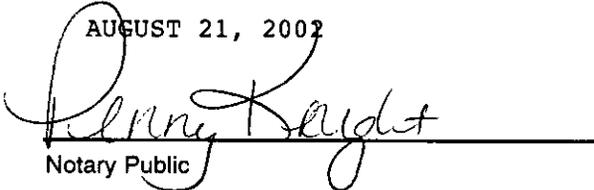
RESOLUTION NO. 1785--8/20/02



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

AUGUST 21, 2002



Notary Public

PENNY KNIGHT  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$18.32

**RESOLUTION NO. 1785**

First published in The Legal Record, Tuesday, August 20, 2002.

**RESOLUTION NO. 1785**

**A RESOLUTION ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2003 FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.**

WHEREAS, the City of Leawood must continue to provide services to protect the health, safety, and welfare of the citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this city continues to increase; and

WHEREAS, the Kansas Legislature has cut revenue to local governments.

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

**SECTION ONE:** In accordance with K.S.A. § 75-4317, the City of Leawood held a public hearing and has prepared the proposed budget necessary to fund city services from January 1, 2003, until December 31, 2003.

**SECTION TWO:** After careful public deliberations, the Governing Body has determined that in order to maintain the public services that are essential for the citizens of this city, it will be necessary to budget property tax revenues in an amount exceeding the ad valorem taxes in the 2002 budget; although the mill levy will remain the same in 2003 as it is in 2002.

**SECTION THREE:** This resolution shall take effect upon adoption and following publication once in the official city newspaper.

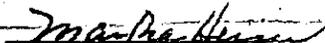
APPROVED by the Governing Body this 19<sup>th</sup> day of August, 2002.

SIGNED by the Mayor this 19<sup>th</sup> day of August, 2002.

[SEAL]

  
Peggy Duffin, Mayor

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1784

A RESOLUTION ADOPTING THE FISCAL YEAR 2003 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, a public hearing was conducted at the August 5, 2002, Governing Body meeting to consider the Fiscal Year 2003 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2003 annual budget was presented to the Governing Body at its August 5, 2002, City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2003 annual budget to be adopted.

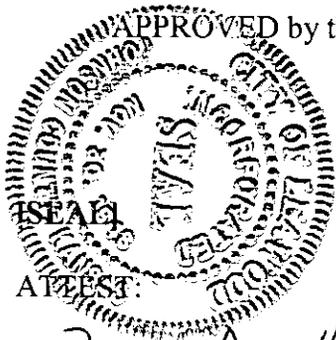
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2003 annual budget as presented at its August 19, 2002, Governing Body meeting.

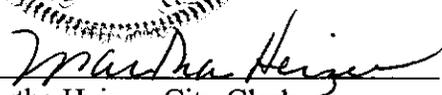
SECTION TWO: This resolution shall become effective upon passage and publication by the Governing Body.

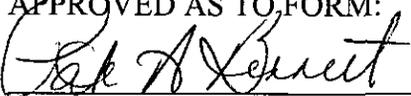
PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



  
Peggy Dunn, Mayor

ATTEST:  
  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

RES1784

Publication Fees: \$18.32

# The Legal Record

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

CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1784--8/20/02

Maureen Gillespie

Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

AUGUST 21, 2002

Penny Knight

Notary Public

PENNY KNIGHT  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$18.32

**RESOLUTION NO. 1784**

First published in The Legal Record, Tuesday, August 20, 2002.

RESOLUTION NO. 1784

**A RESOLUTION ADOPTING THE FISCAL YEAR 2003 ANNUAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.**

WHEREAS, a public hearing was conducted at the August 3, 2002, Governing Body meeting to consider the Fiscal Year 2003 annual budget for the City of Leawood, Kansas, pursuant to K.S.A. § 79-2929; and

WHEREAS, the Fiscal Year 2003 annual budget was presented to the Governing Body at its August 5, 2002, City Council meeting; and

WHEREAS, the Governing Body desires the Fiscal Year 2003 annual budget to be adopted.

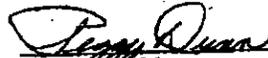
**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:**

**SECTION ONE:** The City of Leawood, Kansas, a municipal corporation, does hereby adopt the Fiscal Year 2003 annual budget as presented at its August 19, 2002, Governing Body meeting.

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

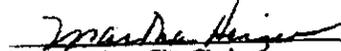
PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.

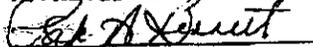
  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1783

**RESOLUTION APPROVING A GRANT REQUEST IN THE AMOUNT OF \$12,000.00, FROM THE JOHNSON COUNTY HERITAGE TRUST FOUNDATION TO ASSIST WITH THE FURNISHING OF THE OXFORD SCHOOL, LOCATED AT 135<sup>TH</sup> AND MISSION ROAD, LEAWOOD, KANSAS**

WHEREAS, the Oxford School, ['School'] circa 1877, is currently located at 135<sup>th</sup> and Mission Road; and

WHEREAS, the Leawood Historic Commission ['LHC'] desires to furnish the structure; and

WHEREAS, the LHC is requesting a grant in the amount of \$12,000 from the Johnson County Heritage Trust Foundation for funding of this project.

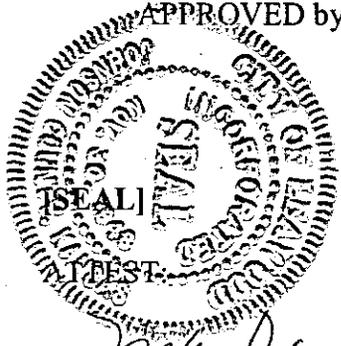
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: The Governing Body of the City of Leawood, Kansas hereby approves the grant request in the amount of \$12,000.00, from the Johnson County Heritage Trust Foundation to assist with the furnishing of the Oxford School, located at 135<sup>th</sup> and Mission Road.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19th day of August, 2002.

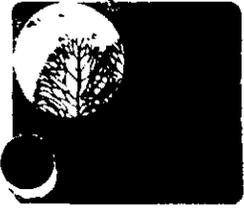
APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



Peggy Dunn  
Peggy Dunn, Mayor

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
Patricia A. Bennett  
Patricia A. Bennett, City Attorney



# City of Leawood

6.AA

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

## MEMORANDUM

August 14, 2002

**TO:** Mayor & City Council  
**FROM:** Beverly Hurley, Chairman, Leawood Historic Commission  
**RE:** Johnson County Heritage Trust Fund Grant related to Oxford School

The Leawood Historic Commission has the opportunity to submit a second grant to the Johnson County Heritage Trust Fund for \$12,000 for interior furnishings for the Oxford School. The deadline is 5 p.m. on September 3 and will be the last grant opportunity from this fund until spring 2003. This is a unique opportunity to obtain funding for furnishings, which up to this time have not been budgeted for in the total school project.

We are in the process of writing the full grant at this time and have identified the following key items needed in the school to make it operational as a one-room schoolhouse.

- 25 Student desks - reproductions of antique style
- 3-5 Long wooden benches for the perimeter of the room
- 1 Large wooden teacher's desk with chair
- 1 Antique or reproduction wood burning stove (non-working)
- 25 McGuffey readers for school instruction
- 25 Slate boards/pencils for student work
- 1 Upright Piano
- 2-3 Maps of U.S., Kansas, region that pull down for instruction
- 2-3 Framed pictures of early U.S. presidents for the wall

The Leawood Historic Commission seeks the approval of the Governing Body and the City Administrator of this grant proposal for \$12,000 in order to timely seek full funding of the project.

Cc: Scott Lambers, City Administrator

RESOLUTION NO. 1782

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND BLUE VALLEY UNIFIED SCHOOL DISTRICT NO. 229, ['USD 229'], PERTAINING TO ASSIGNMENT OF A SCHOOL RESOURCE OFFICER**

WHEREAS, USD 229 is in need of the services for work associated with the school resource officer; and

WHEREAS, the City provides such services; and

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

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

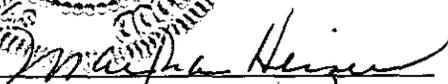
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Agreement, wherein the City will provide two Blue Valley Middle schools with a school resource officer, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

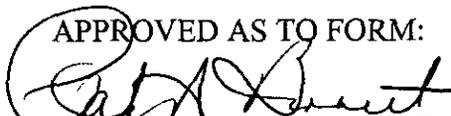
APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



  
Martha Heizer, City Clerk

  
Peggy Dunn, Mayor

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

Houge / Nancy K.  
8/20/02

## AGREEMENT

This agreement is entered into this 26 day of June, 2002, by and between the City of Leawood, Kansas, a municipal corporation, hereinafter referred to as "City" and the Blue Valley Unified School District No. 229, located at 15020 Metcalf, a political subdivision of the State of Kansas, hereinafter referred to as "District".

### WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officers (also known as school resource officers) to provide law enforcement services as specified herein, part-time, to each of the two Blue Valley Middle Schools located within the City. The police officers will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource persons, and providing the appropriate response regarding on-campus or school related criminal activity.
2. Term. The term of the Agreement shall be from August 19, 2002, until the end of the 2002-03 school year, May 29, 2003, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. Either party upon 30 days prior written notice may terminate this Agreement without cause.
4. Relation of Parties. This City and the assigned police officers shall have the status of an independent contractor for purposes of this Agreement. The police officers assigned to the District shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for Leawood police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration. In consideration of the assignment of a police officer to work with the District as provided herein, the District agrees to pay the City one hundred eighty five dollars (\$185) per day each day each officer works for the District. The District will not be responsible for payment of overtime, unless the District requests it. The officer's weekly District schedule will be mutually agreed upon in consultation with the principal of the school the officers are assigned to. The officers may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City.
  
6. Officers Responsibilities. Officers assigned to the District shall:
  - 6.1. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence diffusion, violence prevention, and other safety issues in the school community.
  - 6.2. Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the officer.
  - 6.3. Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs safety and security.
  - 6.4. The officers will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
  - 6.5. When a crime occurs, the officers will take the appropriate steps consistent with a Kansas law enforcement officer's duties.
  - 6.6. The officers will present educational programs to students and school staff on topics agrees upon by both parties.
  - 6.7. The officers will refer students and/or their families to the appropriate agencies for assistance when a need is determined.
  - 6.8. Unless in the officer's opinion circumstances prevent it, the officers will attempt to advise the school principal prior to taking legal action, subject to the officer's duties under the law.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned police officers of the City beyond the general duties that exist for law enforcement officers within the state.

7. Time and Place of Performance. The City will endeavor to have two police officers available for duty at their assigned school five (5) days each week. The City will provide one police officer at no cost to the District. The City is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The officers' SRO activities will be restricted to their assigned school grounds except for:

7.1. Follow up home visits when needed as a result of school related student problems.

7.2. Incentive programs approved by the parties.

7.3. In response to off-campus, but school related criminal activity.

7.4. In response to emergency police activities.

8. District Responsibilities. District will provide the police officer an office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured.

Blue Valley Unified School District No. 229

By:

*Rick Coff*  
President, Board of Education

Attested by:

\_\_\_\_\_  
Clerk, Board of Education

Approved as to Form:

\_\_\_\_\_  
Board Attorney

City of Leawood, Kansas

By:

*Peggy Dunn*  
Peggy Dunn, Mayor

Attested by:

*Martha Heizer*  
Martha Heizer, City Clerk

Approved as to Form

*Patty Bennett*  
Patty Bennett, City Attorney

RESOLUTION NO. 1781

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO APPROVE THE CONVEYANCE OF PROPERTY FROM THE CITY OF LEAWOOD, KANSAS ["CITY"], TO CERTAIN ADJACENT PROPERTY OWNERS, FOR PROPERTY LOCATED AT 133<sup>RD</sup> & MISSION ROAD.

WHEREAS, the City wishes to convey certain property to certain owners of property adjacent to the park located at approximately 133<sup>rd</sup> and Mission; and

WHEREAS, said property owners have given consideration for such conveyance.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute deeds granting said parcels to certain owners of adjacent property, as set forth in the deeds, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



*Peggy Dunn*  
Peggy Dunn, Mayor

*Martha Heizer*  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

**KANSAS QUIT-CLAIM DEED**

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Eugene D. Verna and Kay A. Verna, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of the North 12 Feet of Tract 12A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

  
Douglas A. Farrar, KS LS-720  
August 16, 2002



The above described tract of land contains 2,301 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Duhn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

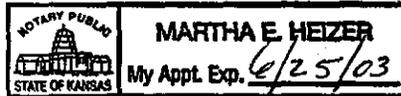
STATE OF KANSAS        ]  
  ] ss.  
COUNTY OF JOHNSON ]

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:



## KANSAS QUIT-CLAIM DEED

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Edward B. Tranin and Amy Tranin, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of Tract 14A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

  
Douglas A. Farrar, KS LS-720  
August 16, 2002

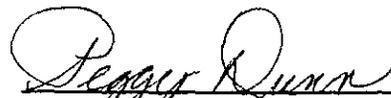


The above described tract of land contains 2,760 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

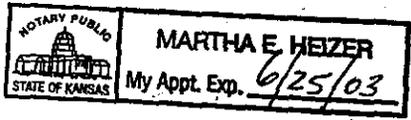
STATE OF KANSAS     |  
                                  | ss.  
COUNTY OF JOHNSON |

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:



## KANSAS QUIT-CLAIM DEED

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Laurette E. Reed Living Trust, dated September 14, 1994 and any amendments thereof, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of Tract 13A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

  
Douglas A. Farrar, KS 26-720  
August 16, 2002

The above described tract of land contains 3,780 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

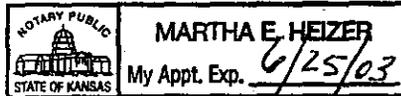
STATE OF KANSAS        ]  
  ] ss.  
COUNTY OF JOHNSON ]

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:



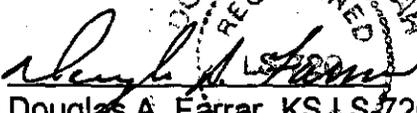
## KANSAS QUIT-CLAIM DEED

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Perijo Maddox Revocable Trust, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of Tract 15A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas

By:

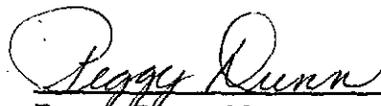
  
Douglas A. Farrar, KS LS 720  
August 16, 2002  


The above described tract of land contains 2,760 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]



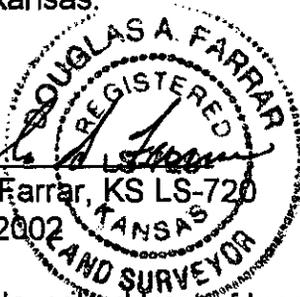
**KANSAS QUIT-CLAIM DEED**

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and William K. Lauderdale and Doris E. Lauderdale, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of Tract 16A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

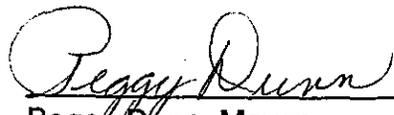
  
Douglas A. Farrar, KS LS-720  
August 16, 2002  


The above described tract of land contains 3,135 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS     )  
  ) ss.  
COUNTY OF JOHNSON    )

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public     Martha E. Heizer

My Commission Expires:



## KANSAS QUIT-CLAIM DEED

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Scott E. Holland and Mary Jo Holland, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of the North 12 Feet of Tract 5A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

  
Douglas A. Farrar, KS LS-720  
August 16, 2002



The above described tract of land contains 2,207 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

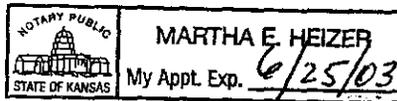
STATE OF KANSAS     ]  
  ] ss.  
COUNTY OF JOHNSON ]

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:

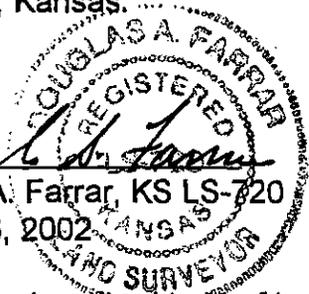


**KANSAS QUIT-CLAIM DEED**

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Howard T. Levine and Julie L. Levine, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the **Second Part** (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the **Second Part** the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of Tract 18A, Block 12, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

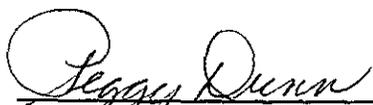
By:   
Douglas A. Farrar, KS LS-720  
August 16, 2002  


The above described tract of land contains 1,621 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the **Second Part** and unto its heirs and assigns forever, so that neither the said party of the **First Part** nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the **First Part** has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

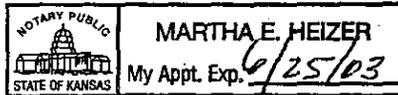
STATE OF KANSAS     ]  
  ] ss.  
COUNTY OF JOHNSON ]

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:



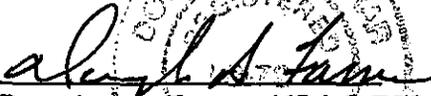
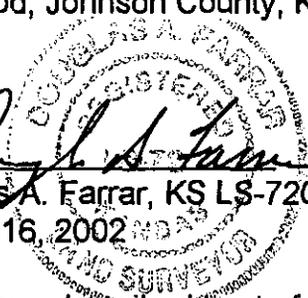
## KANSAS QUIT-CLAIM DEED

This indenture, Made on the 19<sup>th</sup> day of August, 2002, by and between the **CITY OF LEAWOOD, KANSAS**, a municipal corporation, party of the **First Part** and Qunitin L. Cokingtin and Patricia A. Cokingtin, party of the **Second Part**.

**WITNESSETH: THAT SAID PARTY OF THE FIRST PART**, in consideration of the sum of \$1.00 and other valuable consideration, to be paid by said party of the Second Part (the receipt of which is hereby acknowledged), does by these presents Release and forever Quit -Claim unto the said party of the Second Part the following described lot, tract or parcel of land, lying, being and situated in the County of Johnson and State of Kansas, to wit:

All of the North 12 Feet of Tract 4A, Block 16, Waterford, a subdivision of land now in the City of Leawood, Johnson County, Kansas.

By:

  
Douglas A. Farrar, KS LS-720  
August 16, 2002  


The above described tract of land contains 2,378 square feet, more or less.

**TO HAVE AND TO HOLD THE SAME**, with all rights, immunities, privileges and appurtenances thereto belonging, unto said party of the Second Part and unto its heirs and assigns forever, so that neither the said party of the First Part nor its heirs, nor any other person or persons for them or in their name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the First Part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of us:

  
Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

**ACKNOWLEDGMENT**

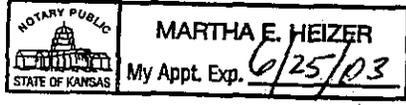
STATE OF KANSAS        ]  
  ] ss.  
COUNTY OF JOHNSON    ]

BE IT REMEMBERED that on this 19<sup>th</sup> day of August, 2002, before me, a Notary Public in and for said county and state, appeared **PEGGY DUNN, MAYOR**, who acknowledged that she signed the foregoing instrument on behalf of the **CITY OF LEAWOOD, KANSAS**, and further acknowledges the same as her voluntary act and deed on behalf of the **CITY OF LEAWOOD**, for the uses and purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and affixed by official seal on the day and year aforesaid.

Martha E. Heizer  
Notary Public Martha E. Heizer

My Commission Expires:



RESOLUTION NO. 1780

RESOLUTION CONSENTING TO THE ENLARGEMENT OF CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS, BY THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY ['BOCC'], PURSUANT TO JOHNSON COUNTY CHARTER RESOLUTION NO. 29-92

WHEREAS, there comes before the Governing Body of the City of Leawood, Kansas, ['City'] the matter of the enlargement of Consolidated Main Sewer District of Johnson County, Kansas. The tract to be included within the sewer district governed by Johnson County is described in Exhibit 'A,' attached hereto and incorporated herein by reference. The provisions of Charter Resolution No. 29-92, Johnson County, Kansas, and any amendments thereto, provide that when any such sewer district extends into the city limits of any incorporated city, the BOCC shall not have power to create or extend such sewer district within the city limits without consent of the governing body of the city.

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

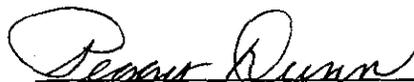
SECTION ONE: That the Governing Body hereby approves and consents that the property shown and described on Exhibit 'A' be included within a sewer district which is governed by the Board of County Commissioners of Johnson County, Kansas.

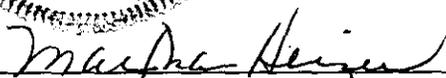
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



  
Peggy Dunn, Mayor

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
Patricia A. Bennett, City Attorney

**EXHIBIT "A"**

**Legal Description**

Lot 2, STRAWBERRY HILL, a subdivision in the City of Leawood, Johnson County,  
Kansas. Commonly known as 14747 Mission Road

**DEHAEMERS RESIDENCE**  
**LSD NO 12, SECTION 3**  
**BLUE RIVER SSD NO. 6**

CITY OF LEAWOOD  
 VOLUME 4815, PAGE 537

DESCRIPTION:  
 Lot 2, STRAWBERRY HILL, a  
 subdivision in the City of Leawood,  
 Johnson County, Kansas.

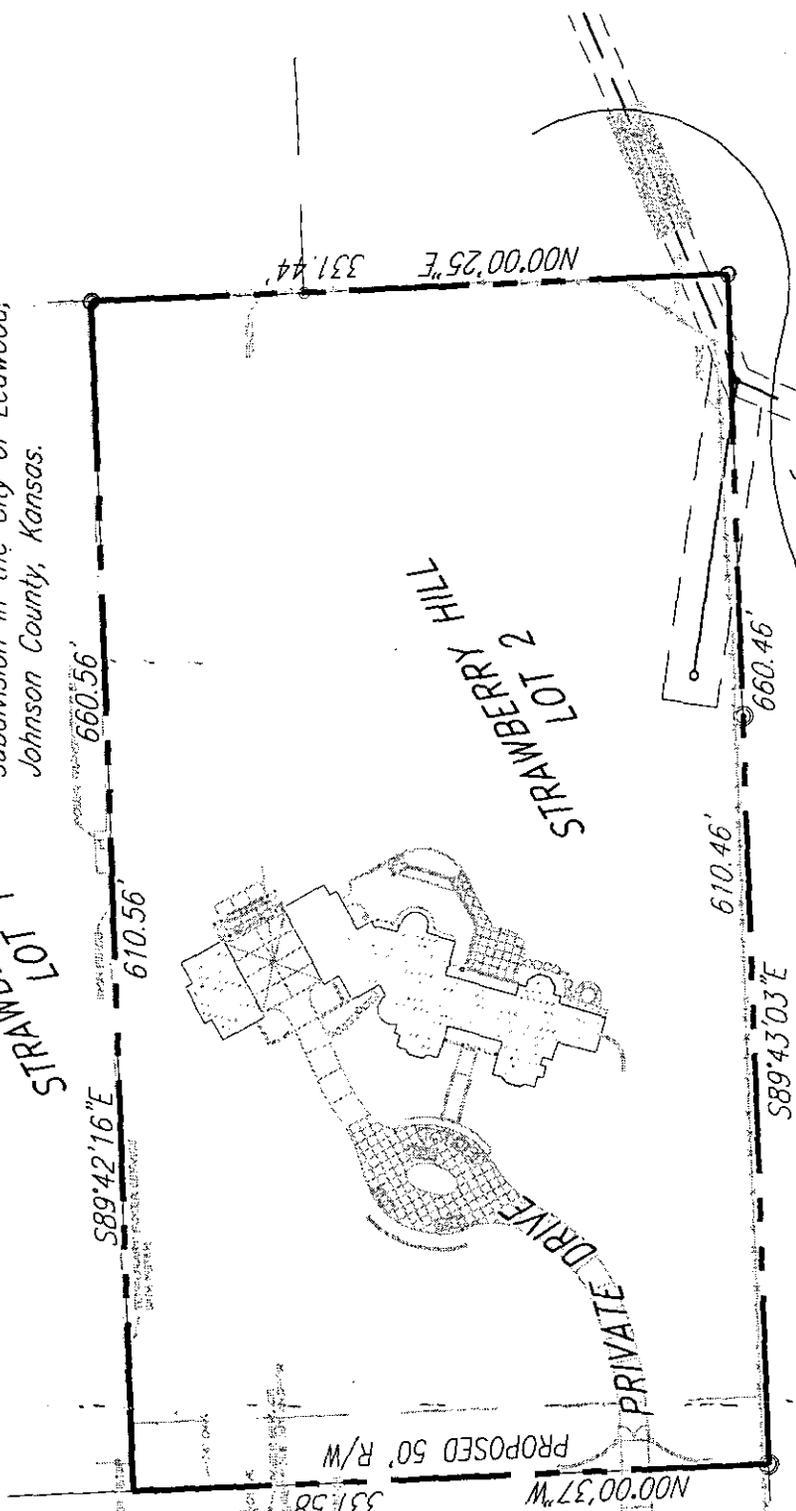
NORTHWEST CORNER  
 SOUTHEAST QUARTER  
 SEC 3-14-25

KANSAS CITY POWER & LIGHT 7  
 EASEMENT DOCUMENT # 1773674  
 VOL. 2749, PAGE 352

W-LINE SW 1/4-3-14-25

Mission Road

LOT 7  
 PAVILIONS OF  
 LEAWOOD  
 1ST PLAT  
 LOT 9



UNPLATTED  
 PORTION OF PROPERTY DESCRIBED IN VOLUME  
 1298, PAGE 420

RESOLUTION NO. 1779

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [“LEAWOOD”] AND KAREN RAYMER, [“RAYMER”], PERTAINING TO THE LABOR DAY RUN.**

WHEREAS, the City is in need of certain services for its Labor Day run; and

WHEREAS, Raymer provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Raymer to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, in an amount not to exceed \$2,500.00, between the City and Raymer, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



*Peggy Dunn*  
\_\_\_\_\_  
Peggy Dunn, Mayor

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

# CITY OF LEAWOOD

## Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Karen Raymer ("Independent Contractor"), dated the 31st, day of July, 2002.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 403 N. Park Drive  
City/State/ZIP: Raymore, MO 64083  
Business Telephone: (816) 331-4286

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

487-54-8735

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

### Work to Be Performed

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

- Coordinate the Labor Day 5K Run in conjunction with the Parks and Recreation Department.
- Acquire and set-up race equipment.
- Re-design new course layout and provide markings for race day
- Submit course design for certification.
- Recruit, coordinate and train volunteers – (split and finish line timers)
- Complete data entry for all participants(registrations)
- Coordinate and administration of registration and packet pick up on August 31 and September 1
- Provide and operate computer equipment for race results
- Submit race results to local media following the race and to the Kansas's record keeper within one week of the event. Provide copy to Leawood Parks and Recreation on race day

### Term of Agreement

The services called for under this Agreement shall commence on August 20, 2002 and shall be concluded on or before September 4, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

- \$1,500.00 for Race Direction and Coordination of race activities as defined under "Work to be Performed"
- \$.50 per race registration prior to race day and \$1.00 per registration on race day.

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director:

- Special Event Insurance/General Liability through the Mid America Running Association of Kansas City in the amount of \$1,000,000.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

**CITY OF LEAWOOD, KANSAS**

Peggy J. Dunn  
Peggy J. Dunn, Mayor

Date: 8/19/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

**INDEPENDENT CONTRACTOR**

By: Karen Raymer

Title: RACE DIRECTOR

Date: August 12, 2002

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/13/2002

PRODUCER (219)482-5455 FAX (219)483-6297  
**Diller-Smith & Associates**  
 2526 Scotswolde Dr.  
 P.O. Box 8517  
 Ft. Wayne, IN 46808

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURER A: **TIG**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

INSURED **Road Runners Club Of America**  
 510 NORTH WASHINGTON ST.  
 Alexandria, VA 22314

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PART. LEGAL LIAB. LIMIT- \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	T70003802973502	12:01 AM 01/01/2002	12:01 AM 01/01/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input 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	T70003802973502	12:01 AM 01/01/2002	12:01 AM 01/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PARTICIPANT ACCIDENT	SPX00038029736-02	12:01 AM 01/01/2002	12:01 AM 01/01/2003	AD&D \$2500 EXCESS MEDICAL \$10,000-\$250 DED PRIMARY MEDICAL \$ NONE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTERESTS IN THE OPERATIONS OF THE NAMED INSURED. EVENT: 5K ROAD RACE  
 DATE OF EVENT: 09/02/02  
 INSURED CLUB: MID AMERICA RUNNING ASSOC., ATT KAREN RAYMER, 403 N. PARKS DRIVE RAYMORE, MO 64083

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

08/13/02 CITY OF LEAWOOD, KS  
 ATT DAN MAHANKE  
 4800 TOWN CENTER DRIVE  
 LEAWOOD, KS 66211

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

JOHN LEFEVER

RESOLUTION NO. 1778

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND MUSIC MANAGEMENT GROUP, ["MUSIC MANAGEMENT"], PERTAINING TO THE SEPTEMBER 22, 2002 PERFORMANCE AT LEAWOOD AMPHITHEATER**

WHEREAS, the City is in need of certain services for a Leawood Amphitheater performance; and

WHEREAS, Music Management provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Music Management to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, in the amount of \$400.00, between the City and Music Management, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

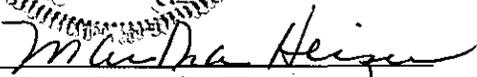
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



  
Peggy Dunn, Mayor

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**CITY OF LEAWOOD**

**Independent Contractor Agreement**

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Music Management Group - American Pie ("Independent Contractor"), dated the 24th, day of July, 2002.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 2111 E. Santa Fe, Box 143  
City/State/ZIP: Olathe, KS 66062  
Business Telephone: (913) 269-4798

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

457831265

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

**Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

- A two-hour concert for the Music Concert Series in the Leawood Amphitheater, 4800 Town Center Drive, from 6:30 p.m. - 8:30 p.m.
- Musicians must provide all equipment necessary to perform the above mentioned concert.

**Term of Agreement**

The services called for under this Agreement shall commence on September 22, 2002 and shall be concluded on or before September 22, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

- \$400.00 per concert

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director:

- No additional insurance required.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

**CITY OF LEAWOOD, KANSAS**

Peggy J. Dunn  
Peggy J. Dunn, Mayor

Date: 8/19/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

**INDEPENDENT CONTRACTOR**

Rebecca A. Chapman

By: REBECCA A. CHAPMAN

Title: Owner/Agent

Date: 8/1/02

RESOLUTION NO. 1777

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CANDACE EVANS, ["EVANS"], PERTAINING TO THE SEPTEMBER 8, 2002 PERFORMANCE AT LEAWOOD AMPHITHEATER**

WHEREAS, the City is in need of certain services for a Leawood Amphitheater performance; and

WHEREAS, Evans provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Evans to provide such services.

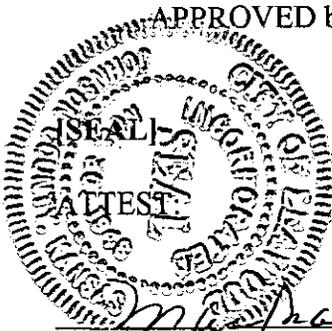
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, in the amount of \$550.00, between the City and Evans, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.



*Martha Heizer*  
Martha Heizer, City Clerk

*Peggy Dunn*  
Peggy Dunn, Mayor

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

**CITY OF LEAWOOD**

**Independent Contractor Agreement**

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Candace Evans - The Candace Evans Quartet ("Independent Contractor"), dated the 22nd, day of July, 2002.

The Independent Contractor is a (n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 12033 S. Hallet  
City/State/ZIP: Olathe, KS 66062  
Business Telephone: (913) 764-3045

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

513-76-1906

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

**Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

- A two-hour concert for the Music Concert Series in the Leawood Amphitheater, 4800 Town Center Drive, from 6:30 p.m. - 8:30 p.m.
- Musicians must provide all equipment necessary to perform the above mentioned concert.

**Term of Agreement**

The services called for under this Agreement shall commence on September 8, 2002 and shall be concluded on or before September 8, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

- \$550.00 per concert

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director:

- No additional insurance required.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

**CITY OF LEAWOOD, KANSAS**

Peggy J. Dunn  
Peggy J. Dunn, Mayor

Date: 8/19/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

**INDEPENDENT CONTRACTOR**

By: Candace Evans

Title: INDEPENDENT CONTRACTOR

Date: 7/24/02

RESOLUTION NO. 1776

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICE AGREEMENT FOR AN AMOUNT NOT TO EXCEED \$240,000.00, BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CONTINENTAL CONSULTING ENGINEERS, INC., ["ENGINEER"] TO PROVIDE ENGINEERING SERVICES FOR SMAC PROJECT JB-04-008**

WHEREAS, Engineer is an engineering consulting service that provides professional services; and

WHEREAS, the parties desire to execute an Engineering Services Agreement to allow Engineer to provide such services.

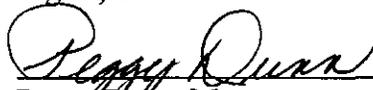
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Engineering Service Agreement, for an amount not to exceed \$240,000.00, between the City and Continental Consulting Engineers, Inc., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

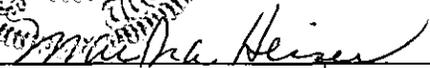
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 19<sup>th</sup> day of August, 2002.

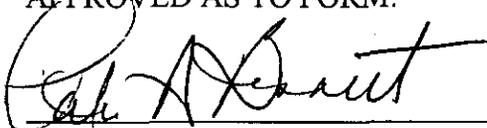
APPROVED by the Mayor this 19<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy Dunn, Mayor



  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**CITY OF LEAWOOD, KANSAS**

**ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas, hereinafter "City," and Continental Consulting Engineers, Inc., hereinafter "Consulting Engineer". City intends to construct an improvement project (hereinafter called the Project) in Leawood, Kansas, described as follows:

**Storm Water Management:**

**Lee Boulevard to State Line Road and 103<sup>rd</sup> Street to I-435**

**SMAC Project JB-04-008**

City hereby contracts with Consulting Engineer for the furnishing of professional engineering services in connection with the Project, for the furnishing of such engineering services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Consulting Engineer represents to City that Consulting Engineer is professionally qualified to do this Project and is licensed to practice engineering by all public entities having jurisdiction over Consulting Engineer and the Project.

**SECTION I - DEFINITIONS**

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"City" means the City of Leawood, Kansas.

"Construction Cost" means and includes the total cost of the entire construction of the Project, including all overhead and profit, supervision, materials, supplies, labor, tools, equipment, transportation and/or other facilities furnished, used or consumed, without deduction on account of penalties, liquidated damages or other amounts withheld from payment to the contractor or contractors, but such cost shall not include the Consulting Engineer fee, special consultant's fee, or other payments to the Consulting Engineer and shall not include cost of land or rights-of-way and easement acquisition or financing costs.

"Consulting Engineer" means the individual or corporation identified on Page 1 to perform consulting engineering services, preparation of plans, specifications and contract documents. Consulting Engineer shall retain as necessary the services of engineers, architects, landscape architects, and surveyors licensed by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents so identified in the Agreement for Construction of the Project, including all Engineering Documents. All terms defined in the General Conditions of the Agreement for Construction of the Project shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Contract Time" means the completion of contract documents suitable for competitive construction bidding shall be as shown in Section II-1.

"Engineering Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, specifications, drawings, tracings,

designs, calculations, sketches, models, computer data and reports.

"Engineering Services" means the professional services, labor, materials, supplies, testing, surveying, title work, construction administration, if applicable, and all other acts, duties, and services required of Consulting Engineer under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"Percent of Services Completed" means work completed in accordance with the completion of the scope of work as defined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.

"Program" means space needs study or other concept criteria to determine the total design scope of the Project.

"Project" is as above described.

"Project Manager" means the person employed by City and designated to act as the City's representative for the Project. The City's Project Manager is David Ley, P.E.

"Reimbursable Expenses" means expense of transportation beyond fifty (50) miles of location of Project, reproductions not including printing prior to final publication of documents, postage, handling of engineering and contract documents, renderings, models and make ups and other costs as authorized by City.

"Right-of-Way" and "Easements" means and includes street, highway, or road right-of-way and any other land dedicated to or otherwise subject to public use.

"Scope of Engineering Services" That work as defined and identified with a time schedule in Schedule "A" (SCOPE OF SERVICES) attached hereto and incorporated herein.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations and reports and logs of all the foregoing.

"Traffic Control Plan" means a specific plan that includes but is not limited to signing; application and removal of pavement markings; construction sequencing and scheduling; methods and devices for delineation and channelization; placement and maintenance of devices; traffic regulation; and inspection.

## **SECTION II - COMPENSATION**

1. Total Fee: City agrees to pay Consulting Engineer a fixed amount of Two Hundred and Twenty-Five Thousand DOLLARS (\$225,000.00). The total fee is based on the performance of the scope of services specified in this Agreement, with submittal of final plans and specifications suitable for solicitation of competitive construction bid proposals on or before March 2003 for Phase I and January 2004 for Phase II. In addition to this Total Fee is a maximum allowance of Fifteen Thousand DOLLARS (\$15,000.00) for Reimbursable Expenses. Payment to Engineer shall be made monthly based upon the Percent of Services Completed.
2. Additional Services: Consulting Engineer shall provide, with City's concurrence, services in addition to those listed in Section III when such services are authorized in writing by City. Prior to commencing any additional services, Consulting Engineer must submit a proposal outlining the additional services to be provided and the fixed lump sum fee therefore. City shall pay Consulting Engineer for such services in accordance with the fees based on

Schedule "B", (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein. Such services may include, but are not limited to, making computations and determinations of special assessments, making special trips requested by City other than those required by Section III, preparing changes in plans ordered by City, providing services necessitated in the event the Engineering Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this Agreement by the Consulting Engineer, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost but not to exceed the stated allowance amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written agreement to cover Reimbursable Expenses associated with Additional Services.

3. Special Services: Consulting Engineer may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consulting Engineer shall not be compensated by City if its appearance is to defend its own professional Engineering Services. Consulting Engineer shall not be compensated by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-ways for the Project. If Consulting Engineer is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated

under the provisions of this paragraph, it will be paid based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein.

4. Billing: Consulting Engineer shall bill City monthly for all services performed to date and based on Percent of Services Completed as shown on project progress report submitted to City with such billing. City agrees to pay Consulting Engineer within thirty (30) days of approval by the Governing Body.
5. City's Right to Withhold Payment: In the event City becomes informed that any representations of Consulting Engineer provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Consulting Engineer until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Consulting Engineer immediately. Consulting Engineer will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Consulting Engineer in accordance with the contract payment procedures in Section II-4.
6. Progress Reports: A progress report must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Consulting Engineer and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.
7. Change in Scope: For substantial modifications in authorized Project scope, and/or

substantial modifications of drawings and/or specifications previously accepted by City, when requested by City and through no fault of Consulting Engineer, the Consulting Engineer shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Consulting Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Consulting Engineer's negligent acts, errors, or omissions. If not solely Consulting Engineer's fault, then the parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Engineering Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the Project Manager may give written approval to be followed by a written and approved change in Scope of Services. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Consulting Engineer as a requirement of this Agreement, the giving of such notice shall

be the Consulting Engineer's responsibility.

### **SECTION III - RESPONSIBILITIES OF CONSULTING ENGINEER**

Consulting Engineer shall furnish and perform expeditiously the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the construction of the Project which services shall include:

#### **A. PRELIMINARY DESIGN PHASE**

1. Services: The services to be provided during this phase and time of performance are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. Preliminary Design Documents: Consulting Engineer shall furnish the City five (5) copies of the above preliminary design documents, unless otherwise noted in Exhibit "A." (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
3. Preliminary Cost Estimate: Consulting Engineer shall furnish City a preliminary estimate of Construction Cost based on the preliminary design. Consulting Engineer's preliminary estimate of Construction Cost is to be made on the basis of Consulting Engineer's experience and qualifications and represent Consulting Engineer best judgment as an experienced and qualified design professional, familiar with the current construction industry's pricing structure. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Consulting Engineer.

4. Budget: Consulting Engineer shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

**B. FINAL DESIGN PHASE**

1. Services: The services to be provided during this phase and time of performance are set out in Schedule "A"(SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. Final Design Documents: Consulting Engineer shall furnish City seven (7) copies unless otherwise noted in Exhibit "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein of the final design plans and shall also prepare the necessary plans and applications for permits for submission to and approval of local, county, state and federal authorities having proper jurisdiction as may be required for initiation, prosecution and construction of the Project. Such permits include permits for storm water runoff, building permits, demolition permits and similar permits.

**C. CONTRACT DOCUMENTS PHASE**

1. Contract Documents: Consulting Engineer shall prepare for City final design plans, construction contract documents, supplementary conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents, unless such documents are provided by City. The City Attorney will review all such contract forms and conditions and provide Consulting Engineer with comment prior to release for bidding.

2. Final Cost Estimate: Consulting Engineer shall furnish City an estimate of Construction Cost based on final contract documents. This estimate is commonly known as the "Engineer's Estimate" and will be used as the basis for construction contract award. Consulting Engineer cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Consulting Engineer.
3. Budget: Consulting Engineer shall advise City if, in its opinion, the amount budgeted for the Project is not sufficient to cover all Project costs, including but not limited to, design, construction, right-of-way and easement acquisition, inspection and testing.

**D. BIDDING PHASE**

1. Services: The services to be provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
2. Bids Exceeding Cost Estimate: If all bids exceed Engineer's Estimate, Consulting Engineer, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Engineer's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Consulting Engineer, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the "Engineer's

Estimate”.

**E. CONSTRUCTION PHASE**

1. In-house Administration and Inspection: It is understood that City will provide in-house administration and inspection of the construction project; however, Consulting Engineer shall consult with and advise City, when requested. In event that inspection services are made part of services set out in Schedule “A”, (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, a delay in construction shall not be grounds for an additional payment.
2. Services: The services provided during this phase are set out in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein.
3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Consulting Engineer agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Consulting Engineer’s negligent errors or omissions or clarify Consulting Engineer’s intent in the original design and preparation of Contract Documents.
4. Notice of Defects: If, based on Consulting Engineer’s involvement during the construction phase, Consulting Engineer observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Consulting Engineer shall not have control over or charge of and shall not be responsible for

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construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Consulting Engineer shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Consulting Engineer shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

5. Shop Drawings: Consulting Engineer shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each Contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto.
  
6. As Built Plans: The Consulting Engineer shall prepare final revised Contract Documents which reflect change orders, minor design changes including changes made in the field and which are marked on the construction contractors plan set. The Contractor will provide the City a marked up set of record drawings. Because some of the data contained on the "As Built Plans" may be based on unverified information provided by others, the Consulting Engineer does not warrant the accuracy of information provided by others.

F. **GENERAL DUTIES AND RESPONSIBILITIES**

1. Responsibilities under the General Conditions of the Contract for Construction ("General Conditions"): In addition to the responsibilities herein set forth, Consulting Engineer agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Consulting Engineer. The General Conditions shall be in a form mutually agreeable between the City and Consulting Engineer and shall be consistent with the intent and requirements of the Agreement.
2. Personnel: Consulting Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that Brett Haugland will perform as the principal on this Project. This person shall be the primary contact with the City's Project Manager and shall have authority to bind Consulting Engineer. So long as the individual named above remains actively employed or retained by Consulting Engineer, he/she shall perform the function of principal on this Project. Personnel changes shall be approved by the City.
3. Subsurface Borings & Material Testing: If tests, additional to those provided for in Schedule "A", (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein are required for design, Consulting Engineer shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by Consulting Engineer or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party beneficiary to the Consulting Engineer's subcontracts with the geotechnical

engineer, the land surveyor and the testing laboratory. If so named, then the City agrees to pursue its claims directly against those subconsultants, and not against the Consulting Engineer, for damages caused solely by the negligence of those subconsultants.

4. Service By and Payment to Others: Any work authorized in writing by City and performed by anyone other than Consulting Engineer or its subcontractors in connection with the proposed Project shall be contracted for and paid for by City directly to the third party or parties. In addition to payments for professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other work required or requested by City or Consulting Engineer which is not defined within the scope of Engineering Services of Consulting Engineer. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Consulting Engineer may assist City in procuring such services of third parties, Consulting Engineer shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.
5. Subcontracting of Service: Consulting Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written approval of City regarding the Engineering Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any

obligation under this Agreement. Any person or firm proposed for subcontracting Engineering Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V. D.(6) herein, and shall additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 and provide the City with certification thereof unless waived by the City.

6. Endorsement: Consulting Engineer shall sign and affix licensing seal to all final plans, specifications, estimates and engineering data prepared by Consulting Engineer and shall cause all subconsultants to sign and seal their final documents where required by law. Any review or approval by City of any documents prepared by the Consulting Engineer and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Consulting Engineer of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.
7. Inspection of Documents: Consulting Engineer shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

#### **SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES**

1. Communication: City shall provide to Consulting Engineer applicable Program Criteria; examine and timely respond to Consulting Engineer submissions; and give written notice to Consulting Engineer, who shall respond promptly, whenever City observes or

otherwise becomes aware of any defect in the Engineering Services.

2. Access: City will provide access for Consulting Engineer to enter public and private property necessary to the completion of the project.
3. Duties: City shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Schedule "A" (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein, as City's responsibility.
4. Program Criteria: City shall provide full information, including a program which shall set forth City's objectives, requirements, schedule, constraints, budget with reasonable contingencies, and other necessary design criteria.
5. Project Representative: City shall designate a Project Manager to represent City in coordinating this Project with Consulting Engineer, with authority to transmit instructions and define policies and decisions of City.

## SECTION V - GENERAL PROVISIONS

### A. TERMINATION

1. Notice: City reserves the right to terminate this Agreement either for cause or for its convenience and without cause or default on the part of Consulting Engineer, by providing ten (10) days' written notice of such termination to Consulting Engineer. Upon receipt of such notice from City, Consulting Engineer shall, at City's option as contained in the notice: (1) immediately cease all Engineering Services; or (2) meet with City and, subject to City's approval, determine what Engineering Services shall be required of Consulting Engineer in order to bring the Project to a reasonable termination

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Revised 09/2001

in accordance with the request of City. Consulting Engineer shall also provide to City copies of all "Engineering Documents" completed or partially completed at the date of termination.

If City defaults on its obligation under this Agreement, Consulting Engineer is entitled to terminate this Agreement by providing ten (10) days written notice.

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Consulting Engineer and a period of ten (10) days for the Consulting Engineer to remedy the cause for termination, City may take over Consulting Engineering Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Consulting Engineer, and the Consulting Engineer shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Consulting Engineer services have been so terminated, such termination shall not affect any rights or remedies of the City against Consulting Engineer then existing or which may later accrue. Similarly, any retention or payment of monies due Consulting Engineer shall not release Consulting Engineer from liability.
3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Consulting Engineer for all Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4 and any additional Engineering Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Consulting Engineer, City shall compensate Consulting Engineer for the reasonable cost of Engineering Services completed to date of its receipt of the termination notice pursuant to Section II-4. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Consulting Engineer including but not limited to its rights to sue for damages, interest and attorney fees.
5. Incomplete Documents: Neither Consulting Engineer nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Consulting Engineer having been deprived of the opportunity to complete such documents and certify them as ready for construction.

**B. DISPUTE RESOLUTION**

City and Consulting Engineer agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Consulting Engineer shall proceed with the Engineering Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Consulting Engineer's completed services unless Consulting Engineer gives notice of termination as provided in paragraph A.1. above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

### **C. OWNERSHIP OF ENGINEERING DOCUMENTS**

All Engineering Documents prepared in connection with this Project shall be the property of the Consulting Engineer, whether the Project for which they are made is constructed or not. However, the Consulting Engineer will provide City a copy of all completed or partially completed documents in reproducible form, including but not limited to prints and reproductions. Reports, plans, specifications and related documents are Consulting Engineer's copyrighted instruments, and at the option of Consulting Engineer may so identify them by appropriate markings. Provided that Consulting Engineer is paid for its services, either by termination or completion of services, then City may subsequently use these documents without any additional compensation or agreement of Consulting Engineer, however, such use, without written verification or adaptation by Consulting Engineer for the specific purpose, intended by City shall be at City's sole risk and without liability or legal exposure to Consulting Engineer whatsoever. If City does reuse the Consulting Engineer's documents on another project, it shall retain Consulting Engineer or another licensed and insured professional engineer to review, adapt and seal such documents. City does not take any responsibility for the use of documents by others. Submission of or distribution of documents to meet regulatory requirements is not to be considered as contrary to any of Consulting Engineer's right to the documents.

### **D. INSURANCE**

The Consulting Engineer shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City.

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

2. Commercial General Liability:  
Each Occurrence \$500,000  
Personal & Advertising Injury \$500,000  
Products/Completed Operations  
Aggregate \$2,000,000  
General Aggregate \$2,000,000  
Policy **MUST** include the following conditions:

- (a) Broad Form Contractual/Contractually Assumed Liability
- (b) Explosion, Collapse & Underground
- (c) Independent Contractors

3. Automobile Liability Insurance: Policy shall protect the Consulting Engineer against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

- A) Any Auto  
**OR**
- B) All Owned Autos;  
Hired Autos; and  
Non-Owned Autos

**Limits**

Each Accident, Combined Single  
Limits, Bodily Injury and  
Property Damage: \$500,000

Policy shall insure the contractual liability assumed by Consulting Engineer under this Agreement.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Consulting Engineer against all claims under applicable state Workers' Compensation laws. The Consulting Engineer shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall include "All States Endorsement" and the liability limits shall not be less than the Statutory Limits.
5. Industry Ratings: City will only accept coverage from an insurance carrier which offers proof that the carrier:
- (A) Is licensed to do business in the State of Kansas;
  - (B) Carries a Best's policyholder rating of "A" or better.

Certification of insurance coverage in Sections (2), (3) and (4) above shall be on the City's Standard Certificate of Insurance Form. Certification of professional liability insurance shall be provided on a separate form provided by the Consulting Engineer's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines. **Unless otherwise specified, City shall be shown as an additional insured on all general and automobile liability policies of insurance.**

6. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Consulting Engineer shall either:
- a) Cover all subcontractors under its insurance policies;

or

T:\CONTRACT\ENGR\ENGR..doc  
Standard Form as approved:  
Revised 09/2001

b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City. In addition, Consulting Engineer shall provide lien releases for all its consultants and sub-contractors.

7. Insurance coverage shall contain a provision that coverage afforded under the policies shall not be canceled or materially changed during the term of this Agreement. At least ninety (90) days advanced written notice by REGISTERED MAIL must be given to the City and the Consulting Engineer prior to any renewal or expiration date of any insurance policy.

**E. INDEMNITY**

1. Indemnification for General Liability/Non-Professional Negligence. The Consulting Engineer shall defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm

or corporation including loss of use resulting therefrom; or

- b. Not the result of professional negligence; or
- c. In addition, the Consulting Engineer's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Consulting Engineer's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Consulting Engineer's obligations hereunder shall apply as though the insurance was in place.

- 2. Indemnification for Professional Negligence. The Consulting Engineer shall indemnify and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Consulting Engineer, its employees, agents, or subconsultants, or others for whom the Consulting Engineer is legally liable, in the performance of professional services under this Agreement. The Consulting Engineer is not obligated under this subparagraph to

indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

3. Additional provision regarding the indemnification provided under paragraph E.1. and E.2. of this agreement. It is agreed as a specific element of consideration of this Agreement that the indemnification provided by sections E.1. and E.2. of this Agreement shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Consulting Engineer's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Consulting Engineer is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Consulting Engineer, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in , be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Consulting Engineer shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Consulting Engineer with its rules and regulations.
2. The Consulting Engineer shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Consulting Engineer shall include the phrase "equal opportunity employer," or similar phrase approved by the City.
4. If the Consulting Engineer fails to comply with the manner in which the Consulting Engineer reports to the City in accordance with the provisions of K.S.A. 44-1031, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.

5. If the Consulting Engineer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the City which has become final, the Consulting Engineer shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.
6. The Consulting Engineer shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

**G. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

**H. APPLICABLE LAW, JURISDICTION AND VENUE.**

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

**I. ASSIGNMENT OF AGREEMENT**

This Agreement shall not be assigned or transferred by Consulting Engineer without the

written consent of the City.

**J. NO THIRD PARTY BENEFICIARIES**

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**K. INDEPENDENT CONTRACTOR**

The Consulting Engineer is an independent contractor and as such is not an agent or employee of the City.

**L. WORK PRODUCT FORMAT**

1. For documentation purposes, an original electronic media compatible with the City's own (CAD) System on specified disk type and paper hard copies of (24" X 36" and/or 11" X 17") shall be prepared for the City's use. The number of hard copies and sizes will be determined in Schedule A (SCOPE OF ENGINEERING SERVICES) attached hereto and incorporated herein. If the City provides such electronic media to others for any purpose, City shall require the electronic media to be returned to City upon completion of such use. City recognizes that such use of electronic media will be at the City's sole risk and without any liability risk or legal exposure by Consulting Engineer.
2. Project Documentation: All documentation provided the City other than project drawings shall be furnished on a microcomputer diskette, 3.5 inch, 1.44mb, in either Micro Soft Word file format or ASCII file format.
3. "Record" Drawings: Following construction, City and construction contractor will provide copies of changes and alterations made in the field during construction to

Consulting Engineer to provide As-Built drawings, unless Consulting Engineer has provided a diskette to City on which City can make changes. Consulting Engineer has the right to rely on the information provided by the City and construction contractor in preparing such documents, and shall have no independent duty to verify its accuracy.

**M. FEDERAL LOBBYING ACTIVITIES**

**(Only applies to projects receiving federal funds via the City)**

31 USCA Section 1352 requires all subgrantees, contractors, subcontractors and consultants who receive federal funds via City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan or cooperative agreements. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the Project Manager and should be returned to City with other final contract documents. It is the responsibility of Consulting Engineer to obtain executed forms from any of its subcontractors who fall within the provision of the Code and to provide City with the same.

**N. COVENANT AGAINST CONTINGENT FEES**

Consulting Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consulting Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person,

other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**O. COMPLIANCE WITH LAWS**

Consulting Engineer shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Engineering Services or the Project at the time services are rendered. Consulting Engineer shall secure all occupational and professional licenses necessary to implement the Project and permits from public and private sources necessary for the fulfillment of its obligations under this Agreement.

**P. TITLES, SUBHEADS AND CAPITALIZATION**

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

**Q. SEVERABILITY CLAUSE**

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and

shall continue to be valid and enforceable.

**R. EVALUATION**

It is understood and agreed that the Consulting Engineer services shall be evaluated in accordance with Resolution 1391 of the City of Leawood, Kansas, dated March 23, 1998.

**S. TERM OF AGREEMENT**

This Agreement shall have a duration until acceptance of the work performed or completion of the construction contract, whichever is longer.

**T. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed in triplicate this 19<sup>th</sup> day of August 20 02.

**CITY OF LEAWOOD, KANSAS**

By: Peggy J. Dunn  
Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

CONTINENTAL CONSULTING ENGINEERS, INC.

By: Philip D. Gibbs  
Philip D. Gibbs  
President

**SCHEDULE "A"**  
**SCOPE OF ENGINEERING SERVICES**

- A. We will obtain County AIMS aerial topographic and planimetric information and tie the study field survey data obtained within the right-of-way to the County base information. The survey area will be East of Lee Boulevard to and including Sagamore Road and South of 103<sup>rd</sup> Street to I-435 (not including I-435). Field Survey to include:
- Centerline and cross sections of the roadway every 50 feet to the right-of-way
  - Centerline of the drives at back of curb to right-of-way
  - Back of curb where existing swales are located
  - Trees that are within 5 feet of the roadway
- B. We will provide all the necessary field surveys and data collection to obtain site features within the right-of-way, property lines taken from the plat, spot grades (elevations will be obtained by field and aerial methods), vertical and horizontal field control, and any items necessary to develop construction drawings and drainage easements. The survey will be performed in phases to meet the project schedule.
- C. With the help of the utility locate companies and water department, we will locate and identify all utilities within the project limits. We will provide all utilities with sufficient detail to locate any possible conflicts, and assist the City in coordination for the relocation of utilities as it relates to storm sewers and structures within the right-of-way.
- D. We will investigate the location and capacity of the existing storm sewer systems in the project area to identify where modifications are necessary.
- E. We will investigate drainage areas for the 10 year and 100 year events and evaluate a new street drainage system for compliance with APWA and City of Leawood standards, and identify potential conflicts with utilities.
- F. On specific properties, we will analyze rear and side yard drainage swales to eliminate or reduce flooding on private properties (maximum number of homes to evaluate is 20).
- G. We will obtain the required U.S. Army Corps of Engineer permits required for construction occurring adjacent and within the project limits.
- H. We will prepare all the necessary property documents, legal descriptions and exhibits including temporary and permanent easement as required for storm drainage improvements. A drainage easement layout sheet will be made a part of the construction documents.
- I. We will field stake the location of proposed storm improvements on private property prior to a field check.
- J. We will coordinate with the City a field check of preliminary design after preliminary plans have been submitted, including identifying in the field the location of drainage easements for appraisal and home owner use (this is not construction staking).
- K. We will attend any City Council meetings or work sessions as required to explain the Project Storm Water Design in detail.
- L. We will attend two (2) public meetings to describe the proposed improvements to the Public and residents along the project as requested by the City.
- M. We will conduct meetings as may be required for utility coordination, etc.

- N. We will prepare updated storm water cost estimates of the project at key points in the design phase to ensure that Value Engineering is practiced and that the budget is maintained, Along with providing an Engineers estimate of construction costs at bid opening.
- O. We will assist the City in preparation of final street improvement plans, storm sewer plan and profiles, overall drainage maps and calculations, quantity sheets, details, specifications and special provisions as it relates to storm water improvements.
- P. We will prepare the storm sewer plans in such a format that will allow the City to incorporate it into its citywide storm sewer system.
- Q. We will work with the City in developing an overall schedule to meet the proposed phased construction dates.
- R. We will submit field check and final plans to the City and Johnson County Storm Sewer Division for their review and approval.
- S. We will attend bid opening and will review bids and make recommendations as to the qualified bidder/bidders to the City.
- T. We will conduct pre-construction meetings as required.
- U. We will review and make recommendations of subcontractors from a list supplied by successful bidder and approve shop drawings.

#### **ADDITIONAL SERVICES**

The following additional services will be provided on an hourly basis:

1. Obtaining title work for ownerships and encumbrances on specified lots.
2. Obtaining and securing a Geotechnical Engineering company to investigate subsurface conditions. (Proposed Amount \$15,000)
3. Writing easements and preparing exhibits for any easement required exclusive of drainage easements.
4. Providing storm sewer as-builts to incorporate into the City database (Potential Cost \$12,000-\$15,000).
5. Providing construction inspection and administrative services.
6. Surveying of driveways from the right-of-way to the garage on specified homes as identified by the City.
7. Coordination for street light removal and replacement.
8. Developing, with the City, traffic control plans for construction phasing.
9. Coordination for street tree replacement, along with irrigation and private landscape modifications.



9000 STATE LINE ROAD  
 LEAWOOD, KANSAS 66208  
 TEL. (913) 842-6642  
 FAX (913) 842-6941

Members Of:  
 NSPE National Society of Professional Engineers  
 APWA American Public Works Association  
 ICBO International Conference of Building Officials

**SCHEDULE "B"**  
**SCHEDULE OF STANDARD HOURLY CHARGE-OUT RATES**

Employment Classification	Initials	Hourly Rate
President.....	PG .....	\$170.00
Senior Civil Engineer IV.....	DL .....	\$130.00
Civil Engineer III.....	PG2 .....	\$115.00
Civil Engineer, Landscape Architect.....	BH .....	\$115.00
Civil Engineer II.....	JC .....	\$100.00
Civil Engineer.....	BL .....	\$90.00
Civil Engineer.....	ES .....	\$90.00
Intern Engineer.....	JL .....	\$70.00
Technician V.....	PF .....	\$85.00
Technician IV.....	FC .....	\$80.00
Technician III.....	DS .....	\$70.00
Electrical Technician II.....	TS .....	\$70.00
Spec II.....	SG .....	\$65.00
Spec I.....	JF .....	\$45.00
CAD Technician III.....	DP .....	\$55.00
CAD Technician II.....	JF .....	\$45.00
CAD Technician I.....	JW, MR, JC .....	\$40.00
Land Surveyor II .....	GS .....	\$85.00
Land Surveyor I .....	SD .....	\$75.00
Surveyor, Instrument.....	DP .....	\$55.00

Expenses (travel, printing charges, long distance telephone, subsistence, etc.) incurred for the project will be charged at cost

Effective Date: July 1, 2002

JUL-31-2002 13:48 AON KC CONSTRUCTION

ACORD DATE (MM/DD/YY) 07/31/02

**PRODUCER**  
 Aon Risk Services, Inc. of Missouri-Kansas City  
 1000 Walnut Street  
 Suite 900  
 Kansas City MO 64106 USA  
 PHONE: (816) 391-1000 FAX: (816) 391-1465

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 Continental Consulting Engineers, Inc  
 9000 State Line  
 Leawood KS 662060000 USA

**INSURERS AFFORDING COVERAGE**

INSURER A:	Transcontinental Insurance Co
INSURER B:	Continental Casualty Company
INSURER C:	Valley Forge Insurance Co
INSURER D:	
INSURER E:	

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	88004972054 COMMERCIAL PACKAGE	06/28/02	06/28/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE(Any one fire) \$100,000 MED EXP (Any one accident) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	86004972055 BUSINESS AUTO COVERAGE	06/29/02	06/29/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per equipt) PROPERTY DAMAGE (Per accident)
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	87004971737 COMMERCIAL UMBRELLA COVERAGE	06/28/02	06/28/03	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	82404972056 WORKERS COMPENSATION	06/28/02	06/28/03	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 E.L. DISEASE-EA EMPLOYER \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Re: Storm Water Management, Lee Blvd. to State Line Road and 103rd Street to I 435. Additional Insured applies on General Liability and Automobile Liability.

City of Leawood  
 4800 Town Center Drive  
 Leawood KS 66211 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*

**ACORD**

DATE (MM/DD/YY)  
07/31/02

**PRODUCER**

Aon Risk Services, Inc. of Missouri-Kansas City  
1000 Walnut Street  
Suite 900  
Kansas City MO 64106 USA

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PHONE: (816) 391-1000

FAX: (816) 391-1465

**INSURERS AFFORDING COVERAGE**

**INSURED**

Continental Consulting Engineers, Inc  
9000 State Line  
Leawood KS 662060000 USA

INSURER A: Continental Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				W/C STATU- TORY LIMITS   OTH- ER E.L. EACH ACCIDENT E.L. DISEASE-POLICY LIMIT E.L. DISEASE-EA EMPLOYEE
A	<b>OTHER</b> Misc E&O Cyn	AEA003011567 MISC PROFESSIONAL	07/17/02	07/17/03	Deductible \$20,000 Prof Liability Agg - \$2,000,000 Professional Liabil \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 re: Storm Water Management, Lee Blvd. to State Line road and 103rd St to I 435

City of Leawood  
4800 Town Center Drive  
Leawood KS 66211 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]* TOTAL P. 03

RESOLUTION NO. 1391

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF PUBLIC WORKS TO ESTABLISH CRITERIA FOR EVALUATION OF PROFESSIONALS FOR THE PURPOSE OF DETERMINING RESPONSIBLE APPLICANTS FOR PROFESSIONAL SERVICES ASSOCIATED WITH PROJECTS OF THE CITY;

Whereas, the City of Leawood regularly enters into Professional Services Agreements for various City Projects within the City;

Whereas, it is the policy of the Governing Body to award City Professional Services Agreements to the most qualified applicant;

Whereas it is the desire of the Governing Body to see that Engineers and Architects performing work for the City provide a full measure of value in exchange for funds expended by the City and that in furtherance of this objective, Professional Services Agreements of the City are awarded to and performed by responsible Professionals;

Whereas, the Governing Body has determined that all Professionals performing Professional Services under contract with the City should be evaluated at the conclusion of their work;

Whereas the Governing Body has determined that a procedure should be established to evaluate Professional Services so as to assist the Director of Public Works in determination of responsible applicants for City projects;

Whereas the Governing Body has determined that it will consider evaluations of prior work of Professionals in determining responsible applicants for City Projects and that Requests for Proposals will be made only to responsible Professional Service Providers as determined by the Director of Public Works based on review of evaluations of prior work for the City;

NOW, THEREFORE, be it resolved by the Governing Body of the City of Leawood:

**Section 1. Evaluation of Professional Services Applicants authorized.** That the Governing Body of the City of Leawood does hereby authorize the Director of Public Works of the City to prepare and provide to the Governing Body evaluations of the work of all Professional services performing work under contract with the City.

**Section 2. Criteria for evaluation established.** In the evaluation of Professionals Services, the Director of Public Works shall consider the following criteria:

- A. Completion of work within the allotted time and within Total Fee.
- B. Consistency of work effort of the Professional.
- C. Quality of work performed by the Professional.
- D. Ability of the Professional to communicate and work with residents of the City.
- E. Cooperation of the Professional with City Staff, including but not limited to, time period a Professional takes to respond to a request of the project manager, contract administrator, construction inspector or the Director of Public Works.

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Standard Form as approved:  
Revised 09/2001

- F. Responsiveness to correction of "punch list" items.
- G. Responsiveness to a direct request from the Public Works Director in matters where the Professional is required to take action to insure the safety of the public.
- H. Fairness and appropriate use of requests for change orders during the course of construction.
- I. Thoroughness of Specifications and Drawings.
- J. Construction Administration.
- K. Budget Compliance.

**Section 3. Notification of evaluation to be included in Professional Services Agreements.** All Agreements prepared by the City for design professionals performing work for the City shall contain provisions notifying applicants that work performed by the Professional will be evaluated and that said evaluations will be considered by the City in determining responsible applicants for future City projects.

**Section 4. Evaluation Procedure.** During the course of performance of Professional Services, the Director of Public Works shall monitor the work and prepare interim evaluations of the Professional's compliance with this resolution. Interim evaluations shall be provided to the Professional. On completion of the Professional's work the Director of Public Works shall prepare a final evaluation of the Professional's compliance with this resolution. On completion of and prior to submitting the final evaluation to the Governing Body, the Director of Public Works shall provide a copy of the final evaluation to the Professional for review and comment. On receipt of the Professional's comments, the Director of Public Works may revise the final evaluation and shall provide a copy of the revised final evaluation to the Professional. Any Professional disputing the final evaluation may appeal the evaluation to the Governing Body within thirty (30) days of notification of the final evaluation. On review and after consideration of such information as the Governing Body shall determine to be necessary to a fair review of the final evaluation and consistent with the requirements of due process, the final evaluation may be modified in a manner consistent with the findings of the Governing Body.

**Section 5. Final evaluations to be considered in connection with solicitation of applicants for Professional Services.** It is hereby established as the policy of the City that the Director of Public Works, in soliciting applicants for Projects shall consider said evaluation of prior work performed by a Professional and shall not request applications from such Professional for a period of one (1) year from the date of such unsatisfactory evaluation.

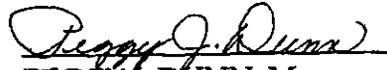
**Section 6. Director of Public Works authorized to prepare additional forms and written procedures.** The Director of Public Works is authorized to prepare such additional written forms and procedures as in his or her judgment as is necessary to effectuate the intent of this resolution.

Section 7. Take effect. That this resolution shall take effect and be in force from the date of passage by the Governing Body and approved by the Mayor.

PASSED by the Council the 23rd day of March, 1998.

APPROVED by the Mayor the 23rd day of March, 1998.

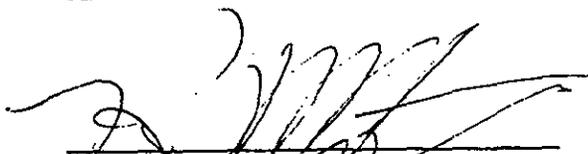
(SEAL)

  
PEGGY J. DUNN, Mayor

ATTEST:

  
MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:

  
RICHARD S. WEITZLER, City Attorney

**CITY OF LEAWOOD, KANSAS  
PROFESSIONAL'S PERFORMANCE CHECKLIST**

Consultant \_\_\_\_\_ Project Number \_\_\_\_\_

Report number \_\_\_\_\_ Date \_\_\_\_\_

1. Complaints \_\_\_\_\_  
Comments:

2. Thoroughness of Specifications and Drawings \_\_\_\_\_  
Comments:

3. Responsiveness \_\_\_\_\_  
Comments:

4. Budget Compliance \_\_\_\_\_  
Comments:

5. Construction Administration \_\_\_\_\_  
Comments:

6. Quality of Product \_\_\_\_\_  
Comments:

\_\_\_\_\_  
City Project Engineer/Date

\_\_\_\_\_  
Director of Public Works/Date

Page 1 of 2

**COMPLETING THE FORM**

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Standard Form as approved:  
Revised 09/2001

The numbered notes below correspond to the numbered sections of the first page.

The City's Project Engineer will complete the form and

1. Record the number and nature of any valid complaints.
2. List any instances of failure to meet the requirements of the contract requirements checklist.
3. Identify performance goals that have not been met during the reporting period.
4. Review any discrepancy reports and their final disposition.
5. Determine whether the consultant's performance is unacceptable, acceptable, or exceptional. A point value ranging from acceptable (5) to unacceptable (1) may be used instead of a descriptive term.
6. Summarize the consultant's performance for the period covered by the report and for the contract term to date either in a narrative or by assigning a point value.
7. Recommend actions to be taken by the consultant to improve performance or correct deficiencies and specify any liquidated damages that may be assessed for the performance period covered by the report. If the report shows acceptable performance, congratulate the consultant.

Page 2 of 2

RESOLUTION NO. 1775

**RESOLUTION APPROVING A GRANT REQUEST IN THE AMOUNT OF \$41,000.00, FROM THE JOHNSON COUNTY HERITAGE TRUST FOUNDATION TO ASSIST WITH THE FUNDING OF IMPROVEMENTS TO THE OXFORD SCHOOL, LOCATED AT 135<sup>TH</sup> AND MISSION ROAD, LEAWOOD, KANSAS**

WHEREAS, the Oxford School, ['School'] circa 1877, is currently located at 135<sup>th</sup> and Mission Road; and

WHEREAS, the Leawood Historic Commission ['LHC'] desires to renovate and relocate the structure to the Ironwoods Park and to identify the School as a historical site; and

WHEREAS, the LHC is requesting a grant in the amount of \$41,000 from the Johnson County Heritage Trust Foundation for funding of this project.

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

SECTION ONE: The Governing Body of the City of Leawood, Kansas hereby approves the grant request in the amount of \$41,000.00, from the Johnson County Heritage Trust Foundation to assist with the funding of improvements to the Oxford School, located at 135<sup>th</sup> and Mission Road.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 5th day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.

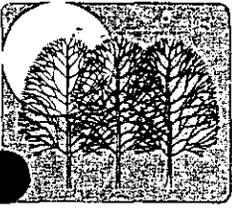


Martha Heizer  
Martha Heizer, City Clerk

Peggy Dunn  
Peggy Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney



# City of Leawood

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

## MEMORANDUM

July 31, 2002

TO: Mayor & City Council

FROM: Beverly Hurley, Chairman, Leawood Historic Commission *BH*

RE: Johnson County Heritage Trust Fund Grant related to Oxford School

The Leawood Historic Commission has decided to seek additional grant funding from the Johnson County Heritage Trust Fund for the purpose of renovating the exterior of the Oxford School. The Commission is seeking \$41,000 from the fund.

The Johnson County Heritage Trust Fund provided a grant to the LHC in the early 1990s for the purpose of producing brochures on the nomination to the Leawood Register of Historic Places and maintenance of historic structures within the City of Leawood.

Soon after this award the monies in the Johnson County Heritage Trust Fund were frozen and re-directed to support only county projects. The fund was recently unfrozen. A new review board overseeing the fund was established and the funds are now being made available to non-profit organizations such as the Leawood Historic Commission.

The deadline for applications for early grant review is August 7, 2002. Applications submitted by this date will receive final funding awards on September 26, 2002. The Leawood Historic Commission will continue to have the opportunity to apply for future grants for the Oxford School or other historic activities in the City of Leawood.

A draft grant proposal for the \$41,000 to the Johnson County Heritage Trust Fund has been prepared and is attached hereto. The Leawood Historic Commission seeks the approval of the Governing Body and the City Administrator of this grant proposal in order to timely seek full funding of the project.

Cc: Scott Lambers, City Administrator

**JOHNSON COUNTY HERITAGE TRUST FUND  
GRANT APPLICATION FORM  
2002**

**Proposal Title:** Oxford Schoolhouse Project

**Applicant Organization:** Leawood Historic Commission

Address: Leawood City Hall, 4800 Town Center Drive, Leawood, KS 66211

Telephone Number: 913-339-6700 Fax Number: 913-339-6781

Email addresses: hurleypr@sound.net

**Proposal Director address(es) and numbers:**

Chris Claxton, director, Leawood Parks & Recreation Department  
Leawood City Hall, 4800 Town Center Drive, Leawood, KS 66211  
913-339-6700 ext. 151

**Contact person, address(es) and numbers:**

Beverly Hurley, chairman, Leawood Historic Commission  
12724 Sagamore Road, Leawood, KS 66209  
913-451-9023

**Summary of Proposal: Provide a brief overview of the proposal. Do not exceed space provided.**

The Oxford School was built in 1877 at the corner of what is now 135<sup>th</sup> Street and Mission Road in Leawood, Kansas. It is one of the oldest structures located within the corporate limits of the City of Leawood. The City, which was incorporated in 1948, is not known for its historical fabric and the Oxford School is one of only about a dozen structures dating from the 19<sup>th</sup> Century that exist with the City today. It is the only piece of Leawood history that can currently be made available for the public to use and learn about the area's historic past. The Oxford School sits in the path of development in an area that has already seen a once rural corner become home to a shopping center complex. It has been known since the inception of the Leawood Historic Commission in 1993 that the historic Oxford School would have to be relocated in order to be saved. The City of Leawood has provided a home for the school in the new Ironwoods Park at 147<sup>th</sup> and Mission Road, which is currently under development. The Leawood Historic Commission will make arrangements to stabilize the school in preparation for the move, then move it to Ironwoods Park and conduct a full renovation of the interior and exterior of the structure. It would then be programmed by the Leawood Parks & Recreation Department with advisory input from the Leawood Historic Commission. Programs offered would include a one-room schoolhouse environment for area school children and other classes and programs appropriate to portray its historic significance in Leawood, Johnson County and eastern Kansas. Time is running out for the school in its current location. It is therefore vitally important for this physical remnant of the City's past to be preserved and protected.

<b>Proposal Budget:</b>	<u>\$ 41,000</u>	Heritage Trust Fund
	<u>\$181,404</u>	Applicant's Cost-Share
	<u>\$222,404</u>	Total

## PAGE 2 PROPOSAL OBJECTIVES

The Leawood Historic Commission and the Leawood Parks and Recreation Department are undertaking the stabilization, move, and restoration of the 1877 Oxford School.

One-room schoolhouses were built across Kansas in the late 19<sup>th</sup> and early 20<sup>th</sup> centuries. In the early 1900's there were 9,100 school districts in Kansas – each school district was represented by a school, most were one-room. From 1860 to 1930, a period of tremendous national growth, expansion, and assimilation of immigrants and settlers from all over the globe, the one-room schools of Kansas and the prairies played a vital role in Americanizing several generations of Kansas citizens and laying the educational foundation for a period of previously unheard of social and economic growth in America. (One Room Country Schools of Kansas, Bill Samuelson 1995).

Making history a meaningful experience for the students of today can be helped by experiential activities. The proposed renovation and restoration of Oxford School would allow the use of the school as a recreated classroom. Small classes could be held throughout the year at the school, teaching the students as they would have been taught from the 19<sup>th</sup> Century through the 1950's in rural Kansas.

Saving the Oxford School will benefit the residents of Leawood and Johnson County because it demonstrates a respect for history and the tangible remnants of that history. The sight of the one-room schoolhouse strikes a resonant chord within the community. There are few one-room schoolhouses available for use by county residents and the addition of the Oxford School will add another venue for students and others to learn about his important part of county history. The Oxford School is the only useable historic structure in the City of Leawood that can be made available to educate and inform the public about the history of the area.

The Oxford School will be the most visible means of supporting the early history of eastern Johnson County. By moving the school to a suitable piece of property and allowing it to make its statement away from congested intersection where it now sits, will be a reminder of days gone by and a wonderful treasure for the citizens of the area.

### **PAGE 3 PROPOSAL PERSONNEL**

The Leawood Historic Commission (LHC) has played a key role since its founding in 1993 to relocate and renovate the 1877 Oxford School. The LHC has worked closely with the Leawood Parks & Recreation Department on the stabilization, move, renovation and programming of the school. The Leawood Parks & Recreation Department and Leawood Historic Commission are working together on the project.

#### **Leawood Historic Commission - volunteer personnel**

- Beverly Hurley, chairman, public relations consultant
- Becca Bruce, commissioner, museum specialist
- LeeAnne Hays Gillaspie, commissioner, attorney
- Alice Hawk, commissioner, history enthusiast
- Janine Joslin, commissioner, museum specialist
- Janet O'Neal, commissioner, history enthusiast
- Diane Sharp, commissioner, history enthusiast, roots in early Leawood history
- Len Williams, commissioner, architect

#### **Leawood Parks & Recreation Department - paid staff**

- Chris Claxton, director,
- Dani Adams, program coordinator

## PAGE 4 PLAN OF WORK

Prior to the move of the Oxford School, steps have been taken over the years to protect the school at its current location. A tarp was custom made for the roof to protect the interior from potential water damage. Support braces were erected on the west-end of the school to protect the structural integrity of the building until the rim beams could be replaced. Support braces were added to the porch to prevent slipping from the porch's stone foundation. Windows have been repaired. Trees have been trimmed to prevent limbs from falling on the roof. The grounds have been mowed. In addition, the LHC has worked with the Kansas City Archaeology Society, which has conducted several archaeology digs on the perimeter of the school grounds. Additional digs will occur once the school is moved. Items found will be made available for public display.

The site development in Ironwoods Park includes ground prep work, bringing utilities to the site, new basement foundation and entrance sidewalks, and was added to the general construction bid for the park. The construction company awarded the park construction contract will also provide the site development work for the school. Ground was broken in Ironwoods Park in early summer 2002 and general site development began soon after.

Stabilization of the school will occur in the 4<sup>th</sup> quarter of 2002 at its current site at 135<sup>th</sup> and Mission Road. This will include replacing the rim beams and some floor beams, select wall studs that attach to the beams, select lap siding on the exterior walls and stabilizing the brick infill to prevent shifting during the move.

The move will occur over an approximate 10-day period in the 1<sup>st</sup> quarter of 2003. This will include placing steel beams under the new rim beams, lifting the school onto a flatbed truck, moving the structure south on Mission Road into Ironwoods Park and then placing the structure on the new foundation and attaching it to this foundation. Once the structure is in place in the park, a full interior and exterior renovation will be completed within 6 months. The school will be renovated to the time period of 1900 to 1920 and is expected to be ready for programming sometime in the 3<sup>rd</sup> to 4<sup>th</sup> quarters of 2003.

The renovation will be consistent with accepted historic preservation standards, with slight modifications allowing for handicap accessibility and modernized utilities/security system. The LHC has already been in touch with the Kansas state preservation officer and other experts in the region who have experience in historic structures.

Once the school is renovated, the LHC will work with the Leawood Parks & Recreation Department to program the school for children to experience life in a one-room schoolhouse and to provide other program suitable for the structure for other audiences in Johnson County. These other programs could include, but are not limited to, historic crafts, music, and lectures. The school could also be the site of community events such as holiday activities, ice cream socials and other programs to draw the community together in their quest to experience history. The Oxford School marketing and programming publicity will easily assimilate into the current Parks & Recreation marketing plan.

## PAGE 5 APPLICANT ORGANIZATION

The Leawood Historic Commission was created in 1993. It is a mayoral appointed commission. Its mission is to identify, protect and preserve the historical, architectural and cultural heritage of Leawood, Kansas, and to make that heritage accessible to its citizens for their use and education through appropriate means.

In 2002, the Leawood Historic Commission came under the auspices of the Leawood Parks and Recreation Department for budgeting and advisory capacities.

Since the Commission's founding in 1993, it has worked to save the historic one-room schoolhouse known as Oxford School. While working on other projects the last nine years, saving the Oxford School has remained a top priority. Because of the school's location, on private property that is prime commercial development land, the Commission has known from the beginning that the school must be moved to save it.

*At the present time there are nine people serving on the Historic Commission. Among the expertise that is represented on the Historic Commission are: an Architect with historic preservation experience, an MA in Heritage Preservation; an Attorney at Law; a Public Relations Consultant; and others with an interest in history and preservation.*

The Leawood City Council and the Parks and Recreation Department agreed in 2000 to incorporate the Oxford School in their plans for a new park that was to be built at 147<sup>th</sup> and Mission Road. Voters had approved a bond issue in 1998 to build two new parks and improve City Park. Because Oxford School was not included at the time of the bond issue, funds were not appropriated for the move and restoration of the school.

Because Oxford School will be moved to and restored in the new Ironwoods Park, future programming and upkeep of the school will become part of the budget of the Parks and Recreation Department. The Leawood Historic Commission will work in an advisory relationship with Parks & Recreation to program the school.

The Leawood Historic Commission has accomplished many other projects to preserve the heritage of Leawood. Major activities include:

- Established a Leawood Register of Historic Places. Nominations to the register have come from the general public and also the Leawood Historic Commission. There are six structures and one district on the register.
- Produced a hardbound book on the history of Leawood to celebrate the City's 50<sup>th</sup> anniversary in 1998.
- Established the Friends of Oxford School as a grassroots organization to preserve the Oxford School.
- Established an acquisition policy and have collected photographs and memorabilia related to early Leawood history.

## PAGE 6 EVALUATION AND IMPACT

The objective of the proposal is to move and restore the Oxford Schoolhouse. The Leawood Historic Commission would like to ensure that the restoration is as historically accurate as possible. Hiring an Architect with experience in restoring historic buildings to the Secretary of Interior's Standards is an important step in the process.

The Historic Commission would like to see as much of the original fabric retained as possible, replacement with like materials when necessary to maintain the historic profile of the siding materials and roofing materials.

The City of Leawood is not particularly well-known for its long history or its historic structures. Leawood is seen as a new city that has just sprung up during the last twenty years. This project will help give Leawood a sense of a shared past, add to the recognized historic structures of Johnson County, and provide the children of the 21<sup>st</sup> century with a better idea of how their great grandparents lived and learned.

The schoolhouse can also serve as a springboard for additional research into the history of the area including: Oxford Township, the Border Wars, and the American Indians of the area.

## **PAGE 7 COMMUNITY SUPPORT**

Community support of the move and restoration of Oxford School has been tremendous. School children, Boy and Girl Scouts, and teachers continually inquire as to when the school will be moved. In 2000, the Leawood Historic Commission founded the Friends of Oxford School. Joining entitled members to receive updates on the move and restoration plus educational activities (guest speakers) as well as an invitation to opening ceremonies. The Friends of Oxford School has close to 80 members. As charter members, Friend of Oxford Schools members contributed a minimum \$25 to help preserve and renovate the historic Oxford School. Many of the members sent in money in excess of the \$25 charter membership fee, while others gave money as memorial gifts in honor of deceased Leawood residents.

Members of the Commission speak about the school to groups around Johnson County including the Rotarians, Lions Club, Garden Clubs, Chamber of Commerce and other civic groups. Many of these groups have contributed to the fund to save and move the school.

The plans for Oxford School at Ironwoods Park will be for programming to be conducted by staff of the Leawood Parks and Recreation Department, with additional input and other programming ideas provided by the Leawood Historic Commission. All activities will be supervised, from classroom to playground. Since Oxford School will be the only one-room schoolhouse in this part of Johnson County, usage among the schools in Blue Valley and Shawnee Mission could be quite heavy. Parks and Recreation staff is researching how best to furnish the school and what items will be necessary to purchase.

## PAGE 8 CASH OR IN-KIND COST-SHARE

The Leawood Historic Commission has been successful in fundraising for the move and restoration of Oxford School. The majority of the fundraising was done prior to the year 2000, at which time the Historic Commission believed that Oxford School would be moved immediately to City Park in Leawood. The Leawood Parks and Recreation Department decided that Oxford School would fit better in the newly proposed park that was not scheduled to be open until 2003. Fundraising, other than the establishment of the Friends of Oxford School, came to a halt as the move and restoration seemed so far away. With the move now on the horizon, fundraising has resumed.

Major sources of private support (as of 3/31/02) include:

July, 1996	Shawnee Mission Belles	\$ 200
1998	Exchange National Bank (50 <sup>th</sup> anniversary)	\$ 4,600
1998	Commerce Bank (50 <sup>th</sup> anniversary)	\$ 400
1998	Morrison & Hecker (50 <sup>th</sup> anniversary)	\$ 400
1998	Norman & Elaine Polsky (50 <sup>th</sup> anniversary)	\$ 400
1998	Kevin & Laura Jeffries (50 <sup>th</sup> anniversary)	\$ 400
1998	Rotary Club of Leawood (50 <sup>th</sup> anniversary)	\$ 250
1998	Terry & Peggy Dunn (50 <sup>th</sup> anniversary)	\$ 250
June 1999	KC 150 Grant	\$10,000
June 1999	J.E. Dunn Foundation	\$ 1,000
July 1999	Regnier Family Foundation	\$10,000
Sept. 1999	Leawood Elementary PTO	\$ 250
Oct. 1999	Employers Reinsurance Corporation	\$ 1,000
Oct. 1999	Horizon National Bank	\$ 250
Jan. 2000	Heartland Bank	\$ 500
March 2001	Leawood Lions	\$ 500
	Leawood Garden Club	Appropriate historic landscaping

Note: This does not include Friends of Oxford School Donations.

The City of Leawood has reserved funds in the amount of \$142,350 (as of 6/30/02) for the Oxford School and the Leawood Historic Commission has raised an additional \$33,230 (as of 6/30/02) for a total of \$175,580 available funds to date. Because of the delay of three years from the initial cost analysis in 1999, the costs associated with moving and restoring the Oxford School have risen.

A separate campaign and budget will be developed to furnish the interior of the Oxford School. Once the school is moved future maintenance of the structure will come under the direction and budget of the City of Leawood and the Parks & Recreation Department with advisory from the Leawood Historic Commission.

**PAGE 9**

Should the Leawood Historic Commission someday be discontinued or dissolved, the Oxford School would not be affected since the Leawood Parks & Recreation Department will assume responsibility for marketing and maintaining the Oxford School in the future.

**PAGE 10 PROPOSAL BUDGET**

**OXFORD SCHOOLHOUSE PROJECT**

Listed below are the project cost "estimates" compiled by using information provided from the Lewood Historic Commission budget (budget information is from July, 2000 and is subject to inflation), from a separate bid received by Vanum Construction for the Site Work/Foundation/Structure and from June 2002 estimates by contractors for the Stabilization and Relocation/Move of the school.

	<u>JCHTG</u>	<u>COST-SHARE</u>
<b>STABILIZATION</b>		\$15,000-\$25,000
<b>RELOCATION/MOVE</b>		\$14,000-\$19,000
<b>SITE WORK/FOUNDATION/STRUCTURE</b>		\$34,200
• Site prep work		
• Bring utilities to the site (water, electric, sanitary sewer)		
• New foundation and basement		
• Entrance sidewalks		
<b>EXTERIOR RENOVATION</b>		
• Rebuild Porch		\$10,000
• Roof: replace existing w wood shingles	\$8,000	
• Exterior Repairs: soffits, fascias, siding, trim	\$25,000	
• Exterior Painting: prime & paint trim and siding	\$8,000	
• Stone cap to foundation (limestone)		\$15,040
<b>INTERIOR RENOVATION</b>		
• Repair and paint plaster walls, restore wood floors, repair and repaint ceiling		\$18,000
<b>UTILITIES</b>		
• HVAC (electric)		\$5,000
• Plumbing: Hand sink and drinking water, humidification		\$5,000
• Electrical Service and Lighting		\$5,000

**OXFORD SCHOOLHOUSE PROJECT BUDGET - PAGE 2**

**MISCELLANEOUS**

- Additional Landscaping \$5,000

**SUBTOTAL** \$182,244

**+CONTINGENCY (@ 10%)** \$ 18,224

**+ARCHITECTURAL FEES (Theis Doolittle)** \$ 14,940

**ADDITIONAL FUTURE IMPROVEMENTS**

- Security Alarm \$2,000
- Fencing \$2,000
- Signage \$3,000

**TOTAL** 222,404

**COMMUNITY FOUNDATION OF JOHNSON COUNTY**  
**FUND STATEMENT**  
 FOR THE PERIOD ENDED JUNE 30, 2002  
**LEAWOOD FOUNDATION OXFORD SCHOOLHOUSE PROJECT FUND - 311X02**

**STATEMENT OF FUND ACTIVITY**

BEGINNING FUND BALANCE	33,029.41
AS OF JAN. 1 .....	
<b>ADDITIONS</b>	
Contributions/gifts to fund.....	75.00
Interest income.....	<u>300.92</u>
TOTAL FUND ADDITIONS.....	375.92
<b>DISTRIBUTIONS</b>	
Administrative fees.....	<u>175.02</u>
TOTAL FUND DISTRIBUTIONS.....	<u>175.02</u>
TOTAL NET CHANGE IN FUND BALANCE.....	<u>200.90</u>
ENDING FUND BALANCE.....	<u>33,230.31</u>

**BALANCE SHEET**

<b>ASSETS</b>	
Money Market Portfolio .....	33,230.31
TOTAL ASSETS.....	<u>33,230.31</u>
<b>LIABILITIES &amp; FUND BALANCE</b>	
Fund Balance .....	<u>33,230.31</u>
TOTAL LIABILITIES & FUND BALANCE.....	<u>33,230.31</u>

**PAGE 11**

**CERTIFICATION:** The applicant certifies that it will comply with the nondiscrimination statutes stipulating that no person shall be excluded from participation in the proposal on the basis of race, color, national origin, handicap, sex or age.

**AGREEMENT:** The applicant agrees that funds granted as a result of this request will be used solely and exclusively for the purposes set forth herein. Applicant agrees to comply with the policies and procedures for awarding Heritage Fund Grants attached to the Application Form. The applicant agrees to submit a final report within sixty days of completion of the proposal. The applicant agrees to keep and provide the County a full and complete accounting of the use of all funds in a manner and form acceptable to the BOCC. Applicant shall furnish HTFGRB with a complete accounting of grant funds received and proposal update prior to being eligible for receipt of additional grant funds.

The applicant agrees to acknowledge the BOCC and the JCHTF in some manner for the funding provided for each project. In the grant request, include how the acknowledgment will be made. The applicant agrees that unless otherwise expressly agreed to in writing, all products and property obtained, developed or acquired through the use of funds awarded shall inure to the benefit of Johnson County and the applicant shall not reserve for itself nor transfer to any person any rights or interest in and to the proceeds or product without express written agreement of the Board. Any grant funds received but unused by the applicant shall be returned to Johnson County Heritage Trust Fund. The BOCC and the HTFGRB shall have the right to conduct audits on any proposal funded by Heritage Trust Fund within 3 years from date of proposal completion.

**SIGNATURES:**

Proposal Director:

\_\_\_\_\_ Date: \_\_\_\_\_

Authorizing official for the applicant organization (if different from above):

Date: 8/5/02 Title: Mayor  
Name: [Signature]

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 179 (133<sup>RD</sup> STREET – MISSION ROAD TO ROE AVENUE), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$500,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133<sup>RD</sup> STREET FROM MISSION ROAD TO ROE AVENUE IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1524, as amended and restated by Resolution No. 1639, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**CONSTRUCTION OF 133<sup>RD</sup> STREET FROM THE INTERSECTION OF SAID STREET WITH MISSION ROAD TO THE INTERSECTION OF SAID STREET WITH ROE AVENUE**

(the "Project") at an estimated cost of \$1,229,300; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 179 (133<sup>rd</sup> Street – Mission Road to Roe Avenue), dated December 1, 2001, in the principal amount of \$400,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of \$100,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

SECTION ONE: Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 179 (133<sup>rd</sup> Street – Mission Road to Roe Avenue), in the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 5 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.40 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent

financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not first payable from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.90 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of \$400,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund established in the treasury of the City for the purpose of paying costs and expenses of the Project.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

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

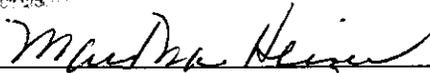
SECTION NINE: Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

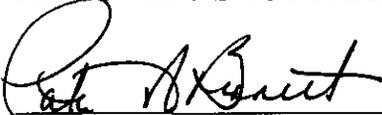
APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
\_\_\_\_\_  
Peggy J. Dunn, Mayor

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 179  
(133<sup>rd</sup> Street – Mission Road to Roe Avenue)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

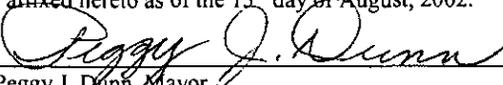
That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1<sup>st</sup> day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$500,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133<sup>rd</sup> Street from Mission Road to Roe Avenue in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 178 (133<sup>RD</sup> STREET – STATE LINE ROAD TO MISSION ROAD), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$900,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133<sup>RD</sup> STREET FROM STATE LINE ROAD TO MISSION ROAD IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1525, as amended and restated by Resolution No. 1638, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**CONSTRUCTION OF 133<sup>RD</sup> STREET FROM THE INTERSECTION OF SAID STREET WITH STATE LINE ROAD TO THE INTERSECTION OF SAID STREET WITH MISSION ROAD, LOCATED WITHIN THE CITY OF LEAWOOD, KANSAS**

(the "Project") at an estimated cost of \$3,249,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 178 (133<sup>rd</sup> Street – State Line Road to Mission Road), dated December 1, 2001, in the principal amount of \$700,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

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

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

SECTION ONE: Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 178 (133<sup>rd</sup> Street – State Line Road to Mission Road), in the aggregate principal amount of Nine Hundred Thousand Dollars (\$900,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 9 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.815 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer. The sum of \$700,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance of such proceeds shall be deposited in a special fund established in the treasury of the City for the purpose of paying costs and expenses of the Project.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

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

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

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

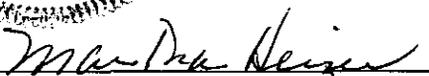
SECTION NINE: Effective Date. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

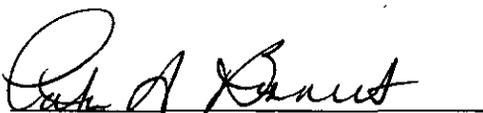
APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
Peggy J. Dunn, Mayor

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 178

(133<sup>rd</sup> Street – State Line Road to Mission Road)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

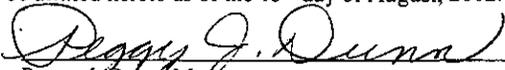
That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1<sup>st</sup> day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$900,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133<sup>rd</sup> Street from State Line Road to Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 177 (LEE BOULEVARD – 103<sup>rd</sup> Street to 105<sup>th</sup> Street), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$600,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF LEE BOULEVARD BETWEEN 103<sup>RD</sup> STREET AND 105<sup>TH</sup> STREET IN THE CITY OF LEAWOOD.

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1886, the Governing Body of the City of Leawood, Kansas (the “City”) has heretofore authorized the following described improvement project within the City, to wit:

**IMPROVEMENT AND REIMPROVEMENT OF LEE BOULEVARD  
BETWEEN 103<sup>RD</sup> STREET AND 105<sup>TH</sup> STREET WITHIN THE CITY OF  
LEAWOOD, KANSAS**

(the “Project”) at an estimated cost of \$1,295,097; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 177 (Lee Boulevard – 103<sup>rd</sup> Street to 105<sup>th</sup> Street), dated December 1, 2002, in the principal amount of \$1,100,000 (the “Prior Notes”) to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951 (the “Note Ordinance”) authorized the issuance of the Notes described and on the terms set forth herein.

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

**SECTION ONE:** Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 177 (Lee Boulevard – 103<sup>rd</sup> Street to 105<sup>th</sup> Street), in the aggregate principal amount of Six Hundred Thousand Dollars (\$600,000.00) (the “Notes”). The amount

of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 6 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.815 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

SECTION EIGHT: Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or

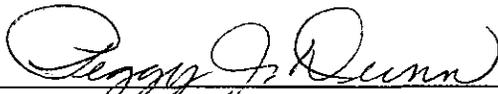
advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

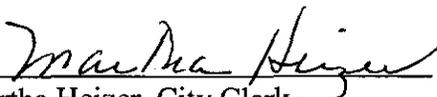
PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.

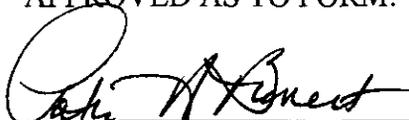


  
\_\_\_\_\_  
Peggy J. Dunn, Mayor

ATTEST:

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 177  
(Lee Boulevard – 103<sup>rd</sup> to 105<sup>th</sup> Street)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

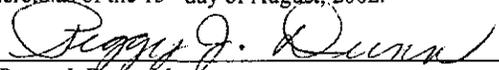
That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1<sup>st</sup> day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$600,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimpovement of a section of Lee Boulevard between 103<sup>rd</sup> Street and 105<sup>th</sup> Street in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 159 (119<sup>TH</sup> STREET AND MISSION ROAD INTERSECTION), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF THE INTERSECTION OF 119<sup>TH</sup> STREET AND MISSION ROAD IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1505, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**IMPROVEMENT AND REIMPROVEMENT OF SECTIONS OF 119<sup>TH</sup> STREET AND MISSION ROAD IN THE VICINITY OF THE INTERSECTION THEREOF WITHIN THE CITY OF LEAWOOD, KANSAS**

(the "Project") at an estimated cost of \$5,029,204; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 159 (119<sup>th</sup> Street and Mission Road Intersection), dated December 1, 2001, in the principal amount of \$200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

**SECTION ONE:** Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas,

Temporary Notes, Project 159 (119<sup>th</sup> Street and Mission Road Intersection), in the aggregate principal amount of Two Hundred Thousand Dollars (\$200,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 and 2, inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.815 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used to redeem and retire the Prior Notes.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

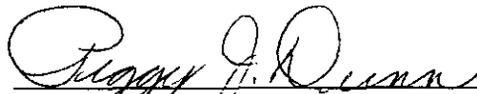
SECTION EIGHT: Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out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

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

PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
Peggy J. Dunn, Mayor

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 159  
(119<sup>th</sup> Street and Mission Road Intersection)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

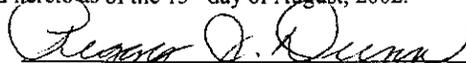
That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1<sup>st</sup> day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$200,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of 119<sup>th</sup> Street and Mission Road in the vicinity of the intersection thereof in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685 et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy J. Duffin, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 156 (PUBLIC WORKS COMPLEX), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$3,200,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW PUBLIC WORKS BUILDING IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Resolution No. 1532, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW PUBLIC WORKS BUILDING ON CERTAIN REAL PROPERTY OWNED BY THE CITY AND LOCATED IN THE VICINITY OF 143RD AND OVERBROOK WITHIN THE CITY OF LEAWOOD, KANSAS**

(the "Project") at an estimated cost of \$5,906,562; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 156 (Public Works Complex), dated December 1, 2001, in the principal amount of \$3,500,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951, (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

**SECTION ONE:** Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes to become due in the immediate future, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas,

Temporary Notes, Project 156 (Public Works Complex), in the aggregate principal amount of Three Million Two Hundred Thousand Dollars (\$3,200,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 32 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.45 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to United Missouri Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.885 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of the Notes shall be deposited with the City Treasurer to be used together with other available funds of the City to redeem and retire the Prior Notes.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

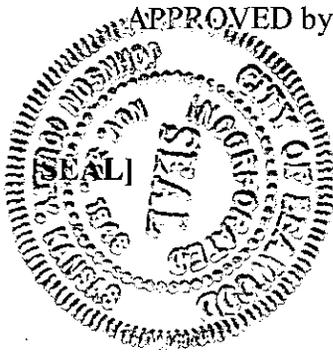
The covenants and agreements of the City herein, in the Note Ordinance and in the Notes contained, shall be for the equal benefit, protection, and security of the owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other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

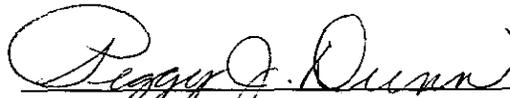
SECTION EIGHT: Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out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

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

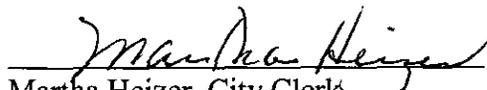
PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
Peggy J. Dunn, Mayor

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 156  
(Public Works Complex)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000

Know All Men By These Presents:

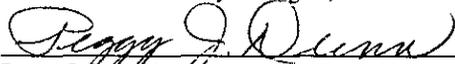
That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1<sup>st</sup> day of May, 2005 or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$3,200,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of acquisition, construction and installation of a new public works building in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1736 et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

  
\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 150 (FIRE STATION NO. 2 REMODELING), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF REPAIR, RECONSTRUCTION AND REMODELING OF AND ADDITIONS TO THE CITY'S FIRE STATION NO. 2 IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-1736, et seq., as amended, and Resolution No. 1766, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**REPAIR, RECONSTRUCT AND REMODEL AND MAKE ADDITIONS TO THE CITY'S EXISTING FIRE STATION NO. 2**

(the "Project") at an estimated cost of \$1,166,000; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next six months in the amount of \$100,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951, (the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

SECTION ONE: Authorization of Notes. That in order to provide funds to pay the costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 150 (Fire Station No. 2 Remodeling), in the aggregate principal amount of One Hundred Thousand Dollars (\$100,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of a single bearer note numbered 1 in the denomination of \$100,000. Said Note shall be dated August 15,

2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

SECTION FOUR: Form of Notes. Said Note shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Note herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so

executed and registered, said Note shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.835% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund established in the treasury of the City created for the purpose of paying the costs and expenses of the Project.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

SECTION EIGHT: Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments

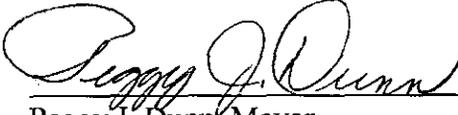
and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

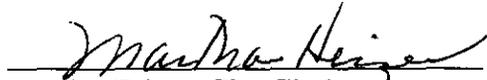
PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
Peggy J. Dunn, Mayor

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 150  
(Fire Station No. 2 Remodeling)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1st day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of repair, reconstruction and remodeling of and additions to the City's existing Fire Station No. 2 in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1736, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 139 (NALL AVENUE - 135<sup>TH</sup> STREET TO 143 STREET), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$300,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF [here IMPROVEMENT OF A SECTION OF NALL AVENUE BETWEEN 135<sup>TH</sup> STREET AND 143<sup>RD</sup> STREET IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1682, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**IMPROVEMENT AND REIMPROVEMENT OF A SECTION OF NALL AVENUE BETWEEN 135<sup>TH</sup> STREET AND 143<sup>RD</sup> STREET WITHIN THE CITY OF LEAWOOD, KANSAS**

(the "Project") at an estimated cost of \$3,884,005; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur costs payable within the next six months in the amount of \$300,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951, the "Note Ordinance") authorized the issuance of the Notes described and on the terms set forth herein.

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

SECTION ONE: Authorization of Notes. That in order to provide funds to pay the costs of the Project now due or to become due in the immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 139 (Nall Avenue, 135<sup>th</sup> Street to 143<sup>rd</sup> Street), in the aggregate principal amount of Three Hundred Thousand Dollars (\$300,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 3 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable

on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of

Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser hereof, upon payment of the purchase price therefor which shall not be less than 99.835 % of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

SECTION SIX: Disposition of Proceeds. The proceeds of the sale of said Notes shall be deposited with the City Treasurer in a special fund established in the treasury of the City created for the purpose of paying the costs and expenses of the Project.

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

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

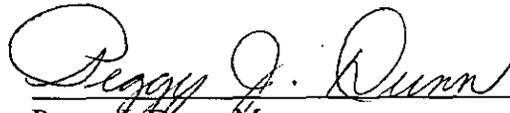
the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

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

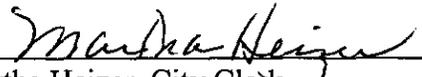
PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
\_\_\_\_\_  
Peggy J. Dunn, Mayor

ATTEST:

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
UNITED STATES OF AMERICA  
STATE OF KANSAS  
COUNTY OF JOHNSON  
CITY OF LEAWOOD  
TEMPORARY NOTES  
PROJECT 139  
(Nall Avenue – 135<sup>th</sup> Street to 143<sup>rd</sup> Street)

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of the United States of America, on the 1st day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$300,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of a section of Nall Avenue between 135<sup>th</sup> Street and 143<sup>rd</sup> Street in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15<sup>th</sup> day of August, 2002.

\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

RESOLUTION AUTHORIZING THE REPAIR, RECONSTRUCTION AND REMODELING OF AND ADDITIONS TO THE CITY'S FIRE STATION NO. 2 WITHIN THE CITY OF LEAWOOD, KANSAS; PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY PURSUANT TO K.S.A. § 12-1736 ET SEQ., TO PROVIDE FUNDS TO PAY THE COSTS THEREOF, AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF SUCH TEMPORARY NOTES AND GENERAL OBLIGATION BONDS; AND AUTHORIZING AND APPROVING CERTAIN RELATED MATTERS AND ACTIONS.

WHEREAS, it has been proposed that the City of Leawood, Kansas (the "City") repair, reconstruct and remodel and make additions to its existing Fire Station No. 2 (the "Project"), and the City has caused preliminary plans therefor to be prepared and the estimated cost of the Project has been determined to be approximately \$1,166,000; and

WHEREAS, K.S.A. § 12-1736 et seq. (the "Act"), provides that any city may procure a site and acquire and construct a public building or buildings thereon, and alter, repair, reconstruct, remodel, replace or make additions to, and furnish and equip the same and issue bonds of such city to provide funds for such purpose; and

WHEREAS, the Governing Body of the City hereby finds and determines that it is necessary and advisable to proceed with the Project and to provide for the issuance of general obligation bonds of the City to the amount of \$1,166,000, for the purpose of financing the costs of the Project and for the issuance of temporary notes of the City pending the issuance of said bonds; and

WHEREAS, Section 1.150-2 of the Income Tax Regulations issued by the Internal Revenue Service (the "Regulations") requires that the City make a prior declaration of its intent to reimburse itself for project expenditures made by the City prior to the date of issuance of notes or bonds, and the City desires to comply with the requirements of the Regulations with respect to this Project.

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

SECTION ONE: That the Governing Body hereby finds and determines that it is necessary and desirable to acquire, construct and install the Project and hereby authorizes and approves the Project. The City Engineer is hereby authorized and directed to proceed with development of definitive plans for and construction of the Project.

SECTION TWO: That the City hereby authorizes the issuance of general obligation bonds of the City not to exceed an amount of \$1,166,000 to pay the costs of the Project. Pending issuance of such bonds and in order to provide funds to pay the costs of the Project, the City is hereby authorized to issue from time to time temporary notes of the City as provided by law.

SECTION THREE: That to the extent the City shall pay all or any portion of the costs of the Project from available funds on hand prior to the issuance of temporary notes or bonds, the City hereby declares that it reasonably expects to reimburse such expenditures out of the proceeds of such temporary notes and such general obligation bonds. All such expenditures so reimbursed shall be capital expenditures of the type described in Section 1.150-2(d)(3) of the Income Tax Regulations (the "Regulations").

SECTION FOUR: This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

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

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

SECTION SEVEN: That the City's Director of Finance shall be responsible for making any "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amounts of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account in accordance with Section 1.150-2, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restrictions under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

SECTION EIGHT: This Resolution shall take effect after its passage and approval by the Governing Body.

PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



*Peggy Dunn*  
Peggy Dunn, Mayor

*Martha Heizer*  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 137 (STATE LINE ROAD, PHASE IV), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF \$600,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF STATE LINE ROAD FROM A POINT 25.50 FEET SOUTH OF THE CENTERLINE OF 103<sup>RD</sup> STREET TO A POINT 123.75 FEET SOUTH OF THE CENTERLINE IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Ordinance No. 1372, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

**IMPROVEMENT OF STATE LINE ROAD FROM A POINT 25.50 FEET SOUTH OF THE CENTERLINE OF 103RD STREET, TO A POINT 123.76 FEET SOUTH OF THE CENTERLINE OF CARONDELET, A DISTANCE OF APPROXIMATELY 2646 FEET, WITHIN THE CITY OF LEAWOOD**

(the "Project") at an estimated cost of \$3,680,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 137 (State Line Road, Phase IV), dated August 15, 2002, in the principal amount of \$200,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, the Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of \$400,000; and

WHEREAS, the City is authorized by law and in particular K.S.A. 10-123, as amended, to issue temporary notes of the City to provide funds to redeem and pay the Prior Notes and to pay the costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1951 (the "Note Ordinance") authorized the issuance of the Notes described and on the terms described herein.

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

SECTION ONE: Authorization of Notes. That in order to provide funds to redeem and pay the Prior Notes and to pay costs of the Project now due or to become due in the

immediate future, including necessary engineering, legal and incidental costs, there shall be issued and the City is hereby authorized to issue temporary notes of the City, designated City of Leawood, Kansas, Temporary Notes, Project 137 (State Line Road, Phase IV), in the aggregate principal amount of Six Hundred Thousand Dollars (\$600,000.00) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 6 inclusive, each in the denomination of \$100,000. Each of said Notes shall be dated August 15, 2002, shall mature by their stated terms and become due and payable on May 1, 2003. The Notes shall bear interest from their dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.35 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of \$100,000 selected by the City in its sole discretion), at any time on or after November 15, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

The Governing Body of the City shall make provision for the payment of said Notes by the issuance of renewal notes or general obligations bonds of the City to provide permanent financing of the Project upon the completion thereof. If said bonds shall not be so issued and the Notes shall not be so paid, there shall be levied and collected a tax upon all taxable tangible

property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

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

SECTION FIVE: Execution and Delivery. The Mayor and City Clerk of the City are hereby authorized and directed to prepare and execute the Notes herein authorized in the form and substance hereinbefore described and as provided by law and to procure the proper registration in the office of the City Clerk and in the office of the Treasurer of the State of Kansas, and when so executed and registered, said Notes shall be countersigned by the City Clerk and delivered to Country Club Bank, the original purchaser thereof, upon payment of the purchase price therefor which shall not be less than 99.835% of the principal amount thereof plus accrued interest to the date of delivery thereof to the original purchaser thereof.

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

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

- a. by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such owner or owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Ordinance and this Resolution or by the Constitution and laws of the State;
- b. by suit or action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- c. by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Notes.

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

the security granted and provided for in the Note Ordinance or this Resolution, or to enforce any right hereunder or thereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of such outstanding Notes.

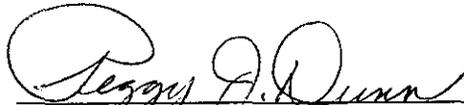
SECTION EIGHT: Further Authority. The duly elected and appointed officers of the City, including the Mayor, the City Clerk and the Finance Director, are hereby further authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out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

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

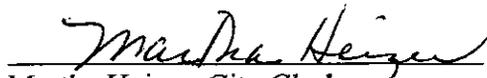
PASSED by the Governing Body this 5<sup>th</sup> day of August, 2002.

APPROVED by the Mayor this 5<sup>th</sup> day of August, 2002.



  
Peggy J. Dunn, Mayor

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

**EXHIBIT A**  
**UNITED STATES OF AMERICA**  
**STATE OF KANSAS**  
**COUNTY OF JOHNSON**  
**CITY OF LEAWOOD**  
**TEMPORARY NOTES**  
**PROJECT 137**  
**(State Line Road, Phase IV)**

Form of Note

August 15, 2002

CUSIP NO. \_\_\_\_\_  
\$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars (\$10,000.00) in lawful money of the United States of America, on the 1st day of May, 2003, or prior thereto if called for redemption and payment as hereinafter provided, with interest thereon from the date of this note, at the rate of \_\_\_\_\_% per annum, payable at maturity or upon redemption prior thereto, both principal of and interest on this note being payable at the office of the City Treasurer of the City of Leawood, Kansas. The City of Leawood, Kansas, reserves the right to redeem and pay said note at any time on or after November 15, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of \$600,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of a section of State Line Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A.12-685, et seq., and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated and signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 15th day of August, 2002.

\_\_\_\_\_  
Peggy J. Dunn, Mayor  
City of Leawood, Kansas

ATTEST:

\_\_\_\_\_  
Martha Heizer, City Clerk  
City of Leawood, Kansas

(SEAL)

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

\_\_\_\_\_  
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

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

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS        )  
                                  )SS  
COUNTY OF JOHNSON    )

I, Tim Shallenburger, Treasurer of the State of Kansas, do hereby certify that a full and complete transcript of the proceedings leading up to the issuance of the within note has been filed in my office and that the within note was registered in my office according to law on the \_\_\_\_ day of \_\_\_\_\_, 2002.

WITNESS my hand and official seal.

\_\_\_\_\_  
Treasurer of the State of Kansas

By: \_\_\_\_\_  
Assistant State Treasurer

RESOLUTION NO. 1765

A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF LEAWOOD, KANSAS FOR THE CONSTRUCTION AND IMPROVEMENT OF IRONWOODS PARK LOCATED AT APPROXIMATELY 147<sup>TH</sup> AND MISSION ROAD.

WHEREAS, the City of Leawood, Kansas has heretofore authorized and directed the construction and improvement of Ironwoods Park located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances; and

WHEREAS, it is necessary to acquire private property for the construction of the improvements.

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

SECTION ONE: It is hereby declared necessary to acquire private property for the use of the City of Leawood, Kansas, for the construction and improvement of Ironwoods Park located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances.

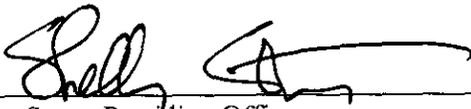
SECTION TWO: It is hereby authorized and directed that a survey and description of the lands or interests therein to be acquired be made by the City Engineer and filed with the City Clerk of the City of Leawood, Kansas.

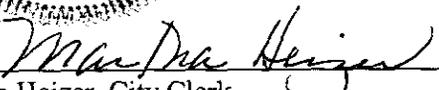
SECTION THREE: This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

APPROVED by the Governing Body this 15th day of July, 2002.

SIGNED by Shelby Story, presiding officer, this 15th day of July, 2002.



  
\_\_\_\_\_  
Shelby Story, Presiding Officer

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

# The Legal Record

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

RES1765

Publication Fees: \$19.47

CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

for 1 consecutive week(s), as follows:

RESOLUTION NO. 1765--7/16/02



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

JULY 17, 2002



Notary Public

**PENNY KNIGHT**  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$19.47

**RESOLUTION NO. 1765**

First published in The Legal Record, Tuesday, July 16, 2002.

RESOLUTION NO. 1765

A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF LEAWOOD, KANSAS FOR THE CONSTRUCTION AND IMPROVEMENT OF IRONWOODS PARK LOCATED AT APPROXIMATELY 147<sup>TH</sup> AND MISSION ROAD.

WHEREAS, the City of Leawood, Kansas has heretofore authorized and directed the construction and improvement of Ironwoods Park located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances; and

WHEREAS, it is necessary to acquire private property for the construction of the improvements.

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

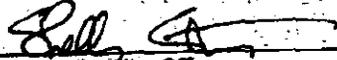
**SECTION ONE:** It is hereby declared necessary to acquire private property for the use of the City of Leawood, Kansas, for the construction and improvement of Ironwoods Park located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances.

**SECTION TWO:** It is hereby authorized and directed that a survey and description of the lands or interests therein to be acquired be made by the City Engineer and filed with the City Clerk of the City of Leawood, Kansas.

**SECTION THREE:** This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

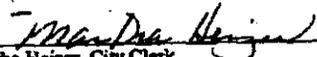
APPROVED by the Governing Body this 15th day of July, 2002.

SIGNED by Shelby Story, presiding officer, this 15th day of July, 2002.

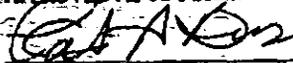
  
Shelby Story, Presiding Officer

(SEAL)

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

# The Legal Record

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

RES1765

Publication Fees: \$19.47

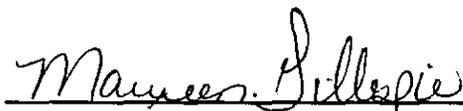
CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

for 1 consecutive week(s), as follows:

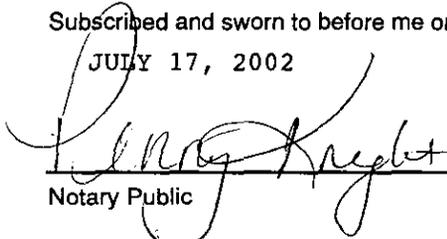
RESOLUTION NO. 1765--7/16/02

  
\_\_\_\_\_

Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

JULY 17, 2002

  
\_\_\_\_\_  
Notary Public

**PENNY KNIGHT**  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

\$19.47

**RESOLUTION NO. 1765**

First published in The Legal Record, Tuesday, July 16, 2002

RESOLUTION NO. 1765

A RESOLUTION DECLARING IT NECESSARY TO APPROPRIATE PRIVATE PROPERTY FOR THE USE OF THE CITY OF LEAWOOD, KANSAS FOR THE CONSTRUCTION AND IMPROVEMENT OF IRONWOODS PARK LOCATED AT APPROXIMATELY 147<sup>TH</sup> AND MISSION ROAD.

WHEREAS, the City of Leawood, Kansas has heretofore authorized and directed the construction and improvement of Ironwoods Park located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances; and

WHEREAS, it is necessary to acquire private property for the construction of the improvements.

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

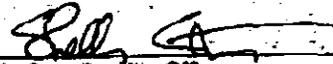
**SECTION ONE:** It is hereby declared necessary to acquire private property for the use of the City of Leawood, Kansas, for the construction and improvement of Ironwoods Park, located at approximately 14701 Mission Road, including drainage, curbs and gutters, storm sewers, surfacing and other necessary appurtenances.

**SECTION TWO:** It is hereby authorized and directed that a survey and description of the lands or interests therein to be acquired be made by the City Engineer and filed with the City Clerk of the City of Leawood, Kansas.

**SECTION THREE:** This Resolution shall take effect and be in force from and after its publication in the official City newspaper.

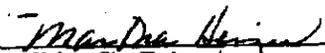
APPROVED by the Governing Body this 15th day of July, 2002.

SIGNED by Shelby Story, presiding officer, this 15th day of July, 2002.

  
Shelby Story, Presiding Officer

(SEAL)

ATTEST:

  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1764

**A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE 2003 FISCAL BUDGET FOR THE CITY OF LEAWOOD, KANSAS.**

WHEREAS, the City of Leawood, Kansas desires to conduct a Public Hearing to consider the proposed 2003 Fiscal Budget for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, August 5, 2002, at 7:30 P.M., and publish notice of same in the official city newspaper; and

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

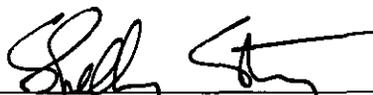
SECTION ONE: That a public hearing is hereby ordered to be held by the Governing Body of the City of Leawood, Kansas, on Monday, August 5, 2002, at 7:30 P.M., or as soon thereafter as may be heard, at the Leawood City Hall, 4800 Town Center Drive, Leawood, Johnson County, Kansas, for the purpose of considering the proposed 2003 Fiscal Budget.

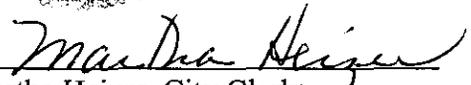
SECTION TWO: That the City Clerk of Leawood, Kansas, shall give notice of the aforesaid public hearing by publication in the official City newspaper, in accordance with K.S.A. § 75-4317, et seq., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

PASSED by the Governing Body this 15<sup>th</sup> day of July, 2002.

APPROVED by the Mayor this 15<sup>th</sup> day of July, 2002.



  
\_\_\_\_\_  
Shelby Story, Presiding Officer

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

**NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2003 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.**

**NOTICE IS HEREBY GIVEN** that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M., or as soon thereafter as may be heard, on Monday, August 5, 2002, to consider the proposed 2003 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the proposed 2003 Fiscal Budget will be heard at said time.

MARTHA HEIZER  
CITY CLERK

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Olathe, KS 66061  
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00135996

Publication Fees: \$11.40

CITY OF LEAWOOD  
4800 TOWN CENTER DR  
LEAWOOD, KS 66211

## Proof of Publication

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

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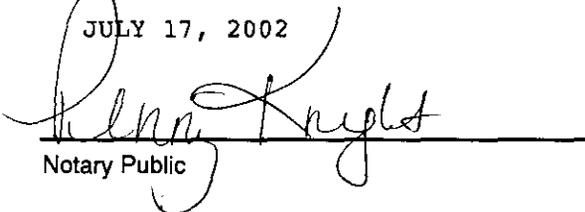
NOTICE OF PUBLIC HEARING: PROPOSED  
2003 FISCAL BUDGET--7/16/02



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

JULY 17, 2002

  
Notary Public

**PENNY KNIGHT**  
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

### NOTICE OF PUBLIC HEARING

First published in The Legal Record, Tuesday, July 16, 2002.

### NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2003 FISCAL BUDGET FOR THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.**

NOTICE IS HEREBY GIVEN that the Governing Body of the City of Leawood, Kansas, shall meet for the purpose of holding a public hearing in the City Council Chambers at Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas, at 7:30 P.M., or as soon thereafter as may be heard, on Monday, August 5, 2002, to consider the proposed 2003 Fiscal Budget for the City of Leawood, Kansas.

The hearing may be adjourned from time to time, as deemed necessary by the Governing Body. All persons desiring to be heard with reference to the proposed 2003 Fiscal Budget will be heard at said time.

MARTHA HEIZER  
CITY CLERK

\$11.40

RESOLUTION NO. 1763

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO THE ANNEXATION AGREEMENT BY AND BETWEEN COR DEVELOPMENT, LLC, ["COR DEVELOPMENT"] A KANSAS LIMITED LIABILITY COMPANY AND THE CITY OF LEAWOOD, KANSAS, ["CITY"] A MUNICIPAL CORPORATION

WHEREAS, COR DEVELOPMENT filed its Petition requesting voluntary annexation by the City of Leawood, Kansas, dated July 11, 2001, requesting annexation into the City pursuant to certain terms and conditions; and

WHEREAS, on July 16, 2001, and pursuant to Ordinance No. 1900, the City sustained COR DEVELOPMENT's Petition seeking voluntary annexation pursuant to certain terms and conditions; and

WHEREAS, in connection with the aforementioned Ordinance No. 1900, the City and COR DEVELOPMENT did, on July 16, 2001, execute an Annexation Agreement (the "Original Annexation Agreement"); and

WHEREAS, the parties entered into a First Amendment to Annexation Agreement on October 29, 2001; and

WHEREAS, the parties entered into a Second Amendment to Annexation Agreement on March 4, 2002; and

WHEREAS, the parties now do hereby seek to further amend the Agreement in certain respects.

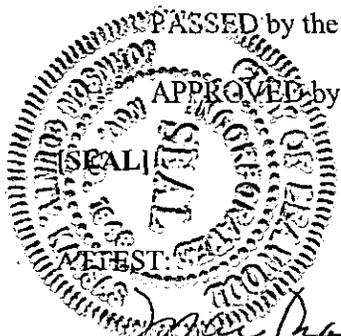
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LEAWOOD, KANSAS:

SECTION ONE: That the Governing Body hereby approves and authorizes the Mayor to execute the attached Third Amendment to Annexation Agreement.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of July, 2002.

APPROVED by the Mayor this 15th day of July, 2002.



*Shelby Story*  
\_\_\_\_\_  
Shelby Story, Presiding Officer

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1762

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH INTERGRAPH PUBLIC SAFETY, INC. FOR COMPUTER-AIDED DISPATCH SOFTWARE AND RELATED SOFTWARE MODULES.**

WHEREAS, the City desires to purchase Computer-Aided Dispatching (CAD), Police Records Management (RMS), Mobile Data, an Mobile (MDT) software license and integration services from Vendor; and

WHEREAS, Intergraph Public Safety, Inc. requires entry into an Agreement.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement with Intergraph Public Safety, Inc., attached hereto as Exhibit "A."

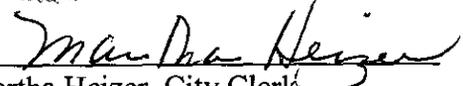
SECTION TWO: This resolution shall become effective upon passage.

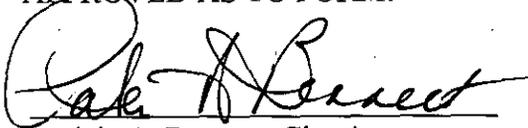
PASSED by the Governing Body this 15th day of July, 2002.

APPROVED by the Mayor this 15th day of July, 2002.



  
\_\_\_\_\_  
Shelby Story, Presiding Officer

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

AGREEMENT BETWEEN  
CITY OF LEAWOOD, KANSAS  
AND VENDOR

For Computer-Aided Dispatch Software and Related Software Modules

THIS AGREEMENT is made and entered into this 30<sup>th</sup> day of July, 2002, by and between the City of Leawood, Kansas hereinafter the "City", and Intergraph Public Safety, Inc., hereinafter the "Vendor";

WITNESSETH:

WHEREAS, the City desires to purchase Computer-Aided Dispatching (CAD), Police Records Management (RMS), Mobile Data, and Mobile (MDT) software license and integration services from Vendor in order to utilize the capabilities of the new technology to be implemented at Overland Park Police Department.

WHEREAS, the City of Overland Park, Kansas caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase of a Comprehensive Police Software including Mobile Reporting, Records Management, Computer Assisted Dispatch and related modules and has approved and adopted said documents in connection with the Overland Park, Kansas Request for Proposal in accordance with the terms of the attached June 18, 2001 Overland Park Contract; and,

WHEREAS, the Vendor submitted to the City of Overland Park, Kansas, in the manner and at the time specified, a sealed bid; and

WHEREAS, the City of Overland Park, Kansas, in the manner prescribed by law, publicly opened, examined and canvassed the bids submitted in response to the invitation therefore, and as a result of such canvas determined and declared the aforesaid Vendor to be the best bidder for the purchase and duly awarded a contract to said Vendor, and

WHEREAS, as a condition of the June 18, 2001 Overland Park Contract, Vendor agreed to offer the desired items at the price and subject to the terms and conditions of the Overland Park Agreement to other governmental agencies; and,

WHEREAS, it is in the City's best interest to utilize this cooperative purchase agreement and purchase these items through the Overland Park Contract Agreement dated June 18, 2001; and

WHEREAS, the parties hereto wish to enter into an agreement pursuant to which the Vendor shall perform the work and furnish the software and services as more particularly described herein for the consideration herein prescribed and upon the terms and conditions provided in this Agreement, the Overland Park Contract Agreement, Vendor's Statement of Work Revision 1, dated 28 June, 2002, and Vendor's Pricing Quotation No. Q-020320-01, dated 28 June 2002 and Vendor's Payment Milestones.

NOW THEREFORE, in consideration of the compensation to be paid the Vendor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Vendor for itself, or its successors and assigns, or its executors and administrators, as follows:

ARTICLE I. It is hereby agreed that any reference herein to the "Agreement", "Contract", or "Contract Documents" shall include this Agreement, the Overland Park Contract Agreement, a copy of which is attached hereto and is hereby made a part of this Agreement as fully as if set out at length herein as Exhibit A, the Statement of Work, a copy of which is attached hereto and is hereby made a part of this Agreement as fully as if set out at length herein as Exhibit B, the Pricing Quotation for the software and services, a copy of which is attached hereto and is hereby made a part of this Agreement as fully as if set out at length herein as Exhibit C and the Payment Milestones for the software and services, a copy of which is attached hereto and is hereby made a part of this Agreement as fully as if set out at length herein as Exhibit D.

ARTICLE II. The Vendor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to complete the work as designated, described and required by this Agreement, to wit: the software and services set forth in Exhibit B. All work is to be done in a good, substantial and workmanlike manner pursuant to the terms of the Statement of Work, and in accordance with the laws of the City, the State of Kansas and the United States of America.

ARTICLE III. The Vendor agrees to sell and City agrees to buy all of the software and services upon the same terms and conditions as set out in the Overland Park Agreement dated June 18, 2001, included but not limited to, software license, remedies, warranties, insurance requirements and other provisions and as modified by the City in Statement of Work, Revision 1, dated 28 June, 2002, the price agreement referenced as Q-020320-01, dtd 28 June 2002 and the schedule of payments attached hereto.

ARTICLE IV. The Vendor agrees and acknowledges that it is the same legal entity that entered into the June 18, 2001 agreement with Overland Park.

ARTICLE V. The City shall pay to the Vendor for the performance of the work embraced in this Contract, and the Vendor will accept in full compensation therefore, the sum of three hundred fifty six thousand seven hundred and eighty six dollars

(\$356,786.00) exclusive of maintenance and taxes for all work covered by and included in the Contract designated in the foregoing Articles II and III, payment thereof to be made in cash or its equivalent.

ARTICLE VI. The Vendor shall commence work within thirty (30) days. Time is of the essence.

ARTICLE VII. The Vendor specifically acknowledges and confirms that: 1) it has visited the site(s), made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in the other Contract Documents and knowingly accepts same; 2) it has furnished copies of all Contract Documents to its insurance carrier(s); and 3) its insurance carrier(s) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) as to liability and surety coverage and to include the City of Leawood as an additional insured ;and 4) Vendor agrees to indemnify the City as established in paragraph 8 of the Overland Park Contract Agreement; and 5) Vendor specifically acknowledges that the Vendor and the City are hereby bound to the same terms and conditions of the Overland Park Contract Agreement except as modified by this agreement.

ARTICLE VIII. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

ARTICLE IX. This Agreement, together with the Overland Park Contract Agreement and the Statement of Work, Pricing Quotation and Payment Milestones, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except as provided herein or in the other Contract Documents.

ARTICLE X. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas.

ARTICLE XI. Should any provision of this Agreement or the other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the City of Leawood, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Vendor has executed counterparts of this Contract in the prescribed form and manner, the day and year first above written.

City: City of Leawood, Kansas

By: Peggy J. Dunn  
Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer  
City Clerk

APPROVED AS TO FORM:

Pat A. Burt  
City Attorney

Vendor: Intergraph Public Safety, Inc.

By *Norman F. Marsh*  
Norman F. Marsh  
Contracts Manager

CORPORATE ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF MADISON

BE IT REMEMBERED, That on this 20<sup>th</sup> day of July, 2007, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came Norman F. Marsh, Contracts Manager of Intergraph Public Safety, Inc., a corporate duly organized, incorporated and existing under and by virtue of the laws of Delaware, who is personally known to me to be the same person who executed as such representative within instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

*D. Quinlan Beckton Hancock*  
Notary Public

My Commission Expires Nov. 10, 2003

RESOLUTION NO. 1761

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ADDENDUM TO PROFESSIONAL SERVICE INDUSTRIES, INC. ("PSI") AGREEMENT OF JULY 1, 2002**

WHEREAS, the parties entered into this Addendum to the Professional Service Industries, Inc. Agreement, executed July 1, 2002; and

WHEREAS, the parties seek to clarify certain rights and responsibilities in said Agreement.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Addendum to PSI Agreement of July 1, 2002, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15<sup>th</sup> day of July, 2002.

APPROVED by the Mayor this 15<sup>th</sup> day of July, 2002.



*Shelby Story*  
\_\_\_\_\_  
Shelby Story, Presiding Officer

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1760

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['LEAWOOD'] AND THE CITY OF OVERLAND PARK, KANSAS, ['OP'] FOR THE PURPOSE OF INSTALLING TRAFFIC SIGNALS AT THE INTERSECTION OF TOMAHAWK CREEK PARKWAY & ROE AVENUE**

WHEREAS, the parties hereto have determined it is in their best interest to make the public improvement of traffic signals at the Intersection; and

WHEREAS, the governing bodies of Leawood and OP are authorized to enter into the Agreement, attached hereto as Exhibit 'A,' pursuant to K.S.A. § 12-2908 and K.S.A. § 68-169.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Inter-local Agreement between the City of Leawood, Kansas and the City of Overland Park, Kansas, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

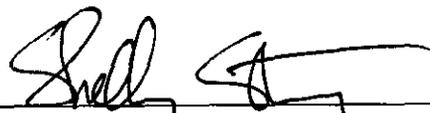
SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of July, 2002.

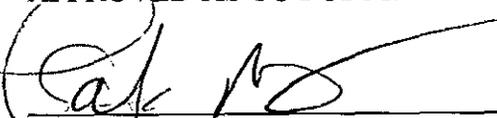
APPROVED by the Mayor this 15<sup>th</sup> day of July, 2002.



  
Martha Heizer, City Clerk

  
Shelby Story, Presiding Officer

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1759

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RETAINER SERVICE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [“LEAWOOD”] AND PUBLIC FINANCE CONSULTANTS, INC., [“PFC”] [COLLECTIVELY THE ‘PARTIES’], PERTAINING TO WORK RELATED TO GENERAL FINANCIAL MANAGEMENT**

WHEREAS, the City is in need of the services for work related to general financial management; and

WHEREAS, PUBLIC FINANCE CONSULTANTS, INC., [“PFC”] provides such services; and

WHEREAS, the parties desire to execute a Retainer Service Agreement to allow PFC to provide such services.

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

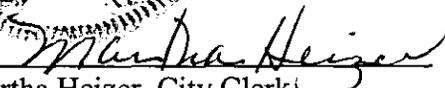
SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute a Service Agreement, wherein the City will pay PFC an amount not to exceed \$11,700.00 with a charge of \$75 per hour as billed by PFC, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15<sup>th</sup> day of July, 2002.

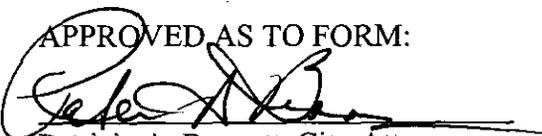
APPROVED by the Mayor this 15<sup>th</sup> day of July, 2002.



  
Martha Heizer, City Clerk

  
Shelby Story, Presiding Officer

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

# **PUBLIC FINANCE CONSULTANTS, Inc.**

## **Retainer Service Agreement**

This Agreement is between the City of Leawood, Kansas hereinafter referred to as "client" and PUBLIC FINANCE CONSULTANTS, Inc., hereinafter referred to as "PFC". Client and PFC agree that the following terms and conditions shall govern the services and materials to be provided by PFC.

### **1. Work Performed**

PFC staff will be available to assist City staff with work related to general financial management.

### **2. Client Assistance**

Client agrees to provide access to staff and all publicly available information.

### **3. Compensation**

In consideration for the work performed in section 1 above, the client will pay PFC a charge of \$75 per hour as billed by PFC. Payment will be due within fifteen (15) business days from invoice receipt. Client will reimburse PFC for all costs associated with producing multiple copies of any work performed under section I, above.

### **4. Limitations**

With regard to the services performed by PFC pursuant to the terms of the agreement, PFC shall not be liable to the client, or to anyone who may claim any right due to any relationship with the client, for any acts or omissions in the performance of said services on the part of PFC or on the part of the agents or employees of PFC; except when said acts or omissions of PFC are due to their willful misconduct. The client shall hold PFC free and harmless from any obligations, costs, claims, judgments, attorneys' fees and attachments arising from or growing out of the services rendered to the client pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise due to willful misconduct.

PFC relies on the completeness and accuracy of information and materials provided by the client. The client acknowledges that PFC's services are impacted by the quality of that information and materials, and does not hold PFC responsible for product resulting from inaccurate or incomplete information or materials provided by the client.

PFC must be notified two (2) business days in advance if work is to be performed at client's site.

This contract is effective through December 31, 2002.

5. Confidentiality

All statistical, financial and personal data relating to the business of the client, which are confidential and which are clearly designated as such, will be kept in the strictest confidence by PFC and its employees. However, the foregoing obligation does not apply to any data that have become publicly available that are rightfully obtained from third parties.

6. Future Use

PFC will not object to the client's use and manipulation of all data and systems sent to or electronically conveyed to the client from PFC.

7. Terminations and Enforcement

Client or PFC may terminate this Agreement by providing ten (10) business days written notice to the other party. Client shall remain liable for all undisputed billable hours accrued prior to the termination date.

8. Compliance with Discrimination Law

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

9. Governing law clause

This agreement shall be governed by the laws of the state of Kansas. It constitutes the entire agreement between the parties regarding its subject matter. If any provision in this contract is held by any court to be invalid, or unenforceable, the remaining provisions shall nevertheless continue in full force.

  
Title:

Leawood, Kansas

7/25/02  
Date

  
Chief Administrative Officer  
Public Finance Consultants, Inc.

7/8/02  
Date

RESOLUTION NO. 1758

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, [‘CITY’] AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., [‘ESRI’] PERTAINING TO SOFTWARE MAINTENANCE**

WHEREAS, the City desires to maintain software located within the police department of the City of Leawood, Kansas; and

WHEREAS, the parties desire to execute a Service Agreement [the “Agreement”] to allow ESRI to provide for the maintenance of such software for an amount not to exceed \$500.00.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Service Agreement to allow ESRI to provide such services for an amount not to exceed \$500.00, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

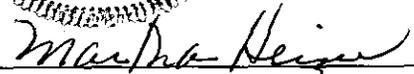
SECTION TWO: This resolution shall become effective upon passage.

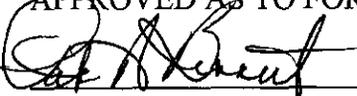
PASSED by the Governing Body this 15<sup>th</sup> day of July, 2002.

APPROVED by the Mayor this 15<sup>th</sup> day of July, 2002.



  
\_\_\_\_\_  
Shelby Story, Presiding Officer

  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

RESOLUTION NO. 1757

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['LEAWOOD'] AND THE CITY OF OVERLAND PARK, KANSAS, ['OP'] PERTAINING TO IMPROVEMENTS TO NALL AVENUE [BETWEEN 135<sup>TH</sup> STREET AND 143<sup>RD</sup> STREET]**

WHEREAS, Leawood and OP desire to make certain improvements to Nall Avenue between 135<sup>th</sup> Street and 143<sup>rd</sup> Street [the 'Project']; and

WHEREAS, the governing bodies of Leawood and OP are authorized to enter into the Agreement, attached hereto as Exhibit 'A,' pursuant to K.S.A. § 12-2908 and K.S.A. § 68-169.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute the Inter-local Agreement between the City of Leawood, Kansas and the City of Overland Park, Kansas, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1st day of July, 2002.

APPROVED by the Mayor this 1st day of July, 2002.



*Peggy Dunn*  
\_\_\_\_\_  
Peggy Dunn, Mayor

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

AGREEMENT BETWEEN THE OVERLAND PARK, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE PUBLIC IMPROVEMENT OF NALL AVENUE FROM APPROXIMATELY 145 METERS SOUTH OF 143<sup>RD</sup> STREET TO APPROXIMATELY 11 METERS SOUTH OF 135<sup>TH</sup> STREET, AND 143<sup>RD</sup> STREET FROM APPROXIMATELY 45 METERS WEST OF NALL AVENUE TO APPROXIMATELY 145 METERS EAST OF NALL AVENUE.

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of

July, 2002, by and between the City of Overland Park ("Overland Park"), and the City of Leawood, Kansas ("Leawood"), each party having been organized and now existing under the laws of the State of Kansas,

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make the public improvement on Nall avenue from approximately 145 meters south of 143<sup>rd</sup> street to approximately 11 meters south of 135<sup>th</sup> street, and 143rd Street from approximately 45 meters west of Nall Avenue to approximately 145 meters east of Nall Avenue as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in making the public improvement; and

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 and K.S.A. 68-169; and

WHEREAS, the governing body of Overland Park, did approve and authorize its mayor to execute this Agreement by official vote of the body on the 15<sup>th</sup> day of

July, 2002; and

WHEREAS, the governing body of Leawood, did approve and authorize its mayor to execute this Agreement by official vote of the body on the 1<sup>st</sup> day of

July, 2002;

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 making the public improvement on Nall Avenue as heretofore described by performing the following work:

- a) Construct two parallel roadways, each 8.55 meters in width back-to-back of curb, separated by a 7.3 meter grass median, located within a total of 36.6 meters of public right-of-way for Nall Avenue north and south of 143<sup>rd</sup> Street;
- b) Construct two parallel roadways, each 8.55 meters in width back-to-back of curb, separated by a 7.3 meter grass median, located within a total of 36.6 meters of public right-of-way for 143<sup>rd</sup> Street east and west of Nall Avenue;
- c) Construct left turn lanes on Nall Avenue at 143<sup>rd</sup> Street, approximately 800 feet north of 143<sup>rd</sup> Street, 140<sup>th</sup> Street, 138<sup>th</sup> Street, 137<sup>th</sup> Street and 135<sup>th</sup> Street;
- d) Construct left turn lanes on 143<sup>rd</sup> Street at Nall Avenue;
- e) Construct right turn on Nall Avenue south of 135<sup>th</sup> Street;
- f) Construct tapered roadway sections at the ends of the proposed improvement on Nall Avenue and 143<sup>rd</sup> Street to transition from the proposed section to the existing roadway;
- g) Construct a single 1.5 meter sidewalk on each side of Nall Avenue;
- h) Construct a single 3.0 meter asphalt sidewalk on the north side of 143<sup>rd</sup> Street;
- i) Construct a single 1.5 meter sidewalk on the south side of 143<sup>rd</sup> Street;

- j) Construct storm drainage systems along the entire project length to Overland Park standards;
- k) Construct a continuous street lighting system along the entire project length to Overland Park standards;
- l) Modify the traffic signal system at the intersection of 135<sup>th</sup> Street and Nall Avenue, install conduit and junction boxes required for future signal installation at 137<sup>th</sup> Street, and install new traffic signal system at the intersection of 143<sup>rd</sup> Street and Nall Avenue;
- m) Provide traffic control;
- n) Place permanent traffic lane lines, pavement messages, stop bars and crosswalks;
- o) Sod or seed all disturbed areas;
- p) Restore landscaping and irrigation systems; and,
- q) Construct other incidental items associated and integral with the above referenced construction.

2. ESTIMATED COST OF PROJECT.

- A. The estimated cost of making the public improvement is TEN MILLION, FOUR HUNDRED THOUSAND DOLLARS (\$10,400,000).
- B. The cost of making the public improvement shall include:
  - (1) Labor and material used in making the public improvement; and
  - (2) Such other expenses, which are necessary in making the public improvement.These costs include but are not limited to design engineering, project administration, construction inspection, material testing and utility relocations.
- C. The Cities anticipate receipt of Transportation Equity Act of the 21<sup>st</sup> Century funding of TWO MILLION DOLLARS (\$ 2,000,000) and Johnson County CARS

funding of TWO MILLION, SIX HUNDRED FIFTY-EIGHT THOUSAND, SIX  
HUNDRED TWENTY-FIVE DOLLARS (\$2,658,625) to help pay a portion of the  
cost of the public improvement.

D. The remaining local share of the cost of making the public improvement shall be distributed between each City as follows:

- (1) Leawood shall pay 43.2% of the local share of the public improvement, subject to Section 2. D (4) below.
- (2) Overland Park shall pay 56.8% of the local share of the public improvement, subject to Section 2. D (4) below.
- (3) Each City shall acquire and pay all costs associated with the right-of-way or easement acquisition for that portion of the project located within its respective boundary. Additionally, each City shall pay the cost of financing and/or bonding its share of the project cost.
- (4) In addition to its payment set forth in Section 2, Paragraph D. (1) above, Leawood shall reimburse Overland Park that sum which is to be reimbursed to Overland Park by Leawood, as set forth in Section 2, Paragraph B. (4) (iv) of an Agreement between Overland Park and Leawood, dated February 7, 2000, which is attached hereto as Exhibit A.

In order to reimburse Overland Park, Leawood shall pay Overland Park's share of the cost of the improvement, beginning with the initial invoice from the design engineer, until such time as the amount due from Leawood is paid in full. In consideration of this payment, Overland Park waives any rights it may have to collect interest and financing costs on said amount due from Leawood, under Paragraph 2(B)(4)(iv) of such agreement or otherwise.

Payment by Leawood of such amounts shall constitute full satisfaction of the obligations of Leawood under the February 7, 2000, agreement.

Subject to the reimbursement provision of this Paragraph 2.D (4), the estimated local share of the cost of making the public improvement after

distribution of federal and county funding is FIVE MILLION, SEVEN HUNDRED FORTY-ONE THOUSAND, THREE HUNDRED SEVENTY-FIVE DOLLARS (\$5,741,375). The estimated project cost for the City of Overland Park is THREE MILLION, TWO HUNDRED SIXTY-ONE THOUSAND, ONE HUNDRED ONE DOLLARS (\$3,261,101). The estimated project cost for the City of Leawood is TWO MILLION, FOUR HUNDRED EIGHTY THOUSAND, TWO HUNDRED SEVENTY-FOUR DOLLARS (\$2,480,274).

3. FINANCING. THE CITIES OF OVERLAND PARK, KANSAS, and LEAWOOD, KANSAS, shall pay their portion of the cost with monies budgeted and appropriated funds.

4. ADMINISTRATION OF PROJECT. The public improvement described by items a) through q, paragraph 1 shall be constructed and the job administered by Overland Park, acting by and through the Director of Public Works for Overland Park, who shall be the principal public official designated to administer the public improvement; provided, that the Director of Public Works shall, among his several duties and responsibilities, assume and perform the following:

A. Make all contracts for the public improvement, including the responsibility to solicit bids by publication in the official newspaper of Overland Park. In the solicitation of bids, the appropriate combination of best bids shall be determined by the aforesaid governing body administering the project. If all bids exceed the engineer's estimate, either City shall have the right to reject the bid.

B. Submit to Leawood on or before the 10th day of each month, or as received, estimates of accrued costs of constructing the public improvement for the month immediately preceding the month the statement of costs is received; provided that Leawood shall within thirty (30) days after receipt of a statement of costs as

aforesaid, remit their portion of the accrued costs to Overland Park as herein agreed.

- C. Upon completion of the public improvement, the Director of Public Works shall submit to Leawood a final accounting of all costs incurred in making the public improvement for the purpose of apportioning the same among the parties as provided herein.
- D. Leawood shall be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.
- E. The City of Overland Park shall allocate net costs attributable to the Leawood's portion in such segments and phases as Leawood requests in order to establish costs attributable to benefit district financing of all or any portion of the improvement.

5. DURATION AND TERMINATION OF AGREEMENT. The parties hereto agree that this Agreement shall exist until the completion of the aforesaid public improvement, which shall be deemed completed upon certification to each of the parties hereto by the Director of Public Works advising that the public improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the Director of Public Works, this Agreement shall be deemed terminated and of no further force or effect.

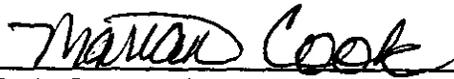
6. PLACING AGREEMENT IN FORCE. The attorney for the administering body described in paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the parties hereto on the day and year first above written.

OVERLAND PARK, KANSAS

By   
ED EILERT, MAYOR

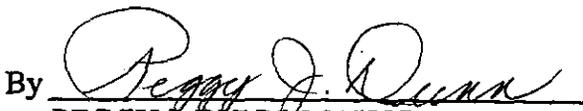
ATTEST:

  
MARIAN COOK, CITY CLERK

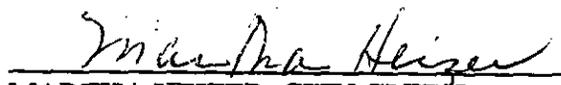
APPROVED AS TO FORM:

  
JANE NEFF-BRAIN  
ATTORNEY FOR CITY

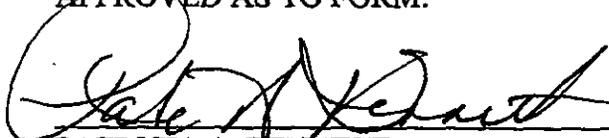
CITY OF LEAWOOD, KANSAS

By   
PEGGY J. DUNN, MAYOR

ATTEST:

  
MARTHA HEIZER, CITY CLERK

APPROVED AS TO FORM:

  
PATRICIA A. BENNETT  
ATTORNEY FOR THE CITY

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE PUBLIC IMPROVEMENT OF NALL AVENUE FROM COLLEGE BOULEVARD TO 119<sup>TH</sup> STREET.

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of February, 2000, by and between the CITY OF OVERLAND PARK, KANSAS, and the CITY OF LEAWOOD, KANSAS, each party having been organized and now existing under the laws of the State of Kansas,

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make the public improvement on Nall Avenue from College Boulevard to 119<sup>th</sup> Street as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in making the public improvement; and

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 and K.S.A. 68-169; and

WHEREAS, the governing body of the CITY OF OVERLAND PARK, KANSAS, did approve and authorize its mayor to execute this Agreement by official vote of the body on the 7 day of February, 2000; and

WHEREAS, the governing body of the CITY OF LEAWOOD, KANSAS, did approve and authorize its mayor to execute this Agreement by official vote of the body on the 20<sup>th</sup> day of December, 1999;

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 making the public improvement on Nall Avenue as heretofore described by performing the following work:

The reconstruction and widening of Nall Avenue from the centerline of College Boulevard to the centerline of 119<sup>th</sup> Street. Construction of Nall Avenue will include a divided six-lane thoroughfare, with a cross section of six driving lanes, each having an 11-foot minimum width. Left turn lanes, each having a 10.5-foot minimum width, will be located at side streets as required. Dual left turn lanes will be constructed at College Boulevard, 115<sup>th</sup> Street, and 119<sup>th</sup> Street. Right turn lanes will be constructed at northbound College Boulevard, and southbound at 112<sup>th</sup> Street, 115<sup>th</sup> Street, and 117<sup>th</sup> Street. The project includes reconstruction of traffic signals on Nall at College Boulevard, 115<sup>th</sup> Street, 117<sup>th</sup> Street, and 119<sup>th</sup> Street. The project also includes storm sewers, street lights, retaining walls, restoration, and other items incidental to the street construction.

2. ESTIMATED COST OF PROJECT.

A. The estimated cost of making the public improvement, exclusive of easement and right-of-way acquisition is FOUR MILLION SEVEN HUNDRED SEVENTY SEVEN THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$4,777,335).

B. The cost of making the public improvement shall include:

- (1) Labor and material used in making the public improvement; and
- (2) Such other expenses which are necessary in making the public improvement, exclusive of the cost of acquiring real property and any improvement thereon for the

location of the Public Improvement. These costs include but are not limited to design engineering, project administration, construction inspection, material testing and utility relocations.

(3) The cities anticipate receipt of County Assistance Road System ("CARS") Program funding of \$1,938,000 to help pay a portion of the cost of the Public Improvement.

(4) The remaining local share of the cost of making the public improvement shall be distributed within each CITY as follows:

(i) The CITY OF LEAWOOD shall be responsible for 27.83% of the local share of the Public Improvement.

(ii) The CITY OF OVERLAND PARK shall be responsible 72.17% of the local share of the Public Improvement.

(iii) Each CITY shall be responsible for the cost of any right-of-way or easement acquisition for the portion of the project located in each CITY boundary.

(iv) THE CITY OF OVERLAND PARK shall initially pay the CITY OF LEAWOOD'S share of all project costs, excluding design engineering and the cost of any right-of-way or easement acquisition for the portion of the project located in the CITY OF LEAWOOD. At such time as Nall Avenue south of 135<sup>th</sup> Street is improved, the CITY OF LEAWOOD will reimburse the CITY OF OVERLAND PARK for all costs fronted for the CITY OF LEAWOOD by the CITY OF OVERLAND PARK for this public improvement. Each CITY shall pay the cost of financing and/or bonding its share of the project

cost.

The estimated local share of the cost of making the public improvement after distribution of CARS funding is TWO MILLION EIGHT HUNDRED THIRTY NINE THOUSAND THREE HUNDRED THIRTY FIVE DOLLARS (\$2,839,335). The estimated project cost for the CITY OF OVERLAND PARK is TWO MILLION FORTY NINE THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS (\$2,049,148). The estimated project cost for the CITY OF LEAWOOD is SEVEN HUNDRED NINETY THOUSAND ONE HUNDRED EIGHTY SEVEN DOLLARS (\$790,187).

3. FINANCING. THE CITIES OF OVERLAND PARK, KANSAS, and LEAWOOD, KANSAS, shall pay their portion of the cost with monies budgeted and appropriated funds.

4. OVERLAND PARK ADMINISTRATION OF PROJECT. The public improvement shall be constructed and the job administered by the CITY OF OVERLAND PARK, KANSAS, acting by and through the Director of Public Works for Overland Park, Kansas, who shall be the principal public official designated to administer the public improvement; provided, that the Director of Public Works shall, among his several duties and responsibilities, assume and perform the following:

A. Make all contracts for the public improvement, including the responsibility to solicit bids by publication in the official newspaper of Overland Park, Kansas. In the solicitation of bids, the appropriate combination of best bids shall be determined by the aforesaid governing body administering the project, except that the governing body of the City of Leawood, Kansas 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 public improvement, then either CITY shall have the right to reject the bid. In such case, the project shall rebid at a later date.

B. Submit to the CITY OF LEAWOOD on or before the 10th day of each month, or as

received, estimates of accrued costs of design engineering for the public improvement for the month immediately preceding the month the statement of costs is received; provided that the CITY OF LEAWOOD shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to the CITY OF OVERLAND PARK as herein agreed.

C. Upon completion of the public improvement, the Director of Public Works shall submit to the CITY OF LEAWOOD a final accounting of all costs incurred in making the public improvement for the purpose of apportioning the same among the parties as provided herein.

D. At such time as the CITY OF OVERLAND PARK and the CITY OF LEAWOOD, enter into an agreement for improvements to Nall Avenue south of 135th Street, such agreement will reflect a reduction in the CITY OF OVERLAND PARK'S share of that public improvement equal to the amount fronted by the CITY OF OVERLAND PARK for the CITY OF LEAWOOD'S share of this public improvement.

E. The CITY OF LEAWOOD shall be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.

5. DURATION AND TERMINATION OF AGREEMENT. The parties hereto agree that this Agreement shall exist until the completion of the aforesaid public improvement, which shall be deemed completed upon certification to each of the parties hereto by the Director of Public Works advising that the public improvement has been accepted by him as constructed; and repayment by the CITY OF LEAWOOD of project costs fronted by the CITY OF OVERLAND PARK for the construction of the CITY OF LEAWOOD'S share of this public improvement.

6. PLACING AGREEMENT IN FORCE. The attorney for the administering body described in

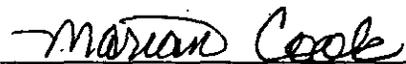
paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each party hereto shall receive a duly executed copy of this Agreement for their official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the parties hereto on the day and year first above written.

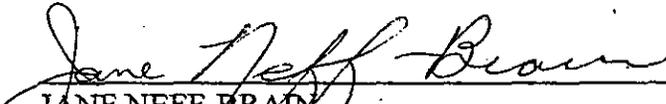
CITY OF OVERLAND PARK, KANSAS

By   
ED EILERT, MAYOR

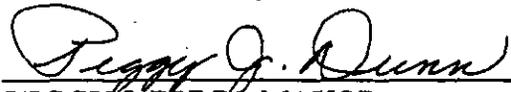
ATTEST:

  
MARIAN COOK, CITY CLERK

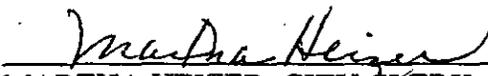
APPROVED AS TO FORM:

  
JANE NEFF-BRAIN  
SENIOR ASSISTANT CITY ATTORNEY

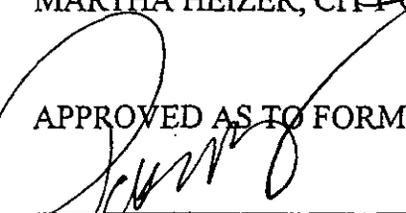
CITY OF LEAWOOD, KANSAS

By   
PEGGY J. DUNN, MAYOR

ATTEST:

  
MARTHA HEIZER, CITY CLERK

APPROVED AS TO FORM:

  
PATTY BENNETT  
CITY ATTORNEY

RESOLUTION NO. 1756

RESOLUTION CONSENTING TO THE ENLARGEMENT OF CONSOLIDATED MAIN SEWER DISTRICT OF JOHNSON COUNTY, KANSAS, BY THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY ['BOCC'], PURSUANT TO JOHNSON COUNTY CHARTER RESOLUTION NO. 29-92

WHEREAS, there comes before the Governing Body of the City of Leawood, Kansas, ['City'] the matter of the enlargement of Consolidated Main Sewer District of Johnson County, Kansas. The tract to be included within the sewer district governed by Johnson County is described in Exhibit 'A,' attached hereto and incorporated herein by reference. The provisions of Charter Resolution No. 29-92, Johnson County, Kansas, and any amendments thereto, provide that when any such sewer district extends into the city limits of any incorporated city, the BOCC shall not have power to create or extend such sewer district within the city limits without consent of the governing body of the city.

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

SECTION ONE: That the Governing Body hereby approves and consents that the property shown and described on Exhibit 'A' be included within a sewer district which is governed by the Board of County Commissioners of Johnson County, Kansas.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



Peggy Dunn  
Peggy Dunn, Mayor

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM.  
Patricia A. Bennett  
Patricia A. Bennett, City Attorney

PETITION FOR ENLARGEMENT OF CONSOLIDATED MAIN SEWER DISTRICT

---

TO THE BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS:

The undersigned owner, for its petition to enlarge Consolidated Main Sewer District of Johnson County, states that:

1. There is attached hereto as Exhibit A a legal description and drawing showing the outer boundary of the area to be included within the proposed enlargement.

2. The undersigned petitioner is the owner of 100% of the area of land within the boundary as shown on Exhibit A.

3. The enlargement of the Consolidated Main Sewer District is necessary; that inclusion in the Consolidated Main Sewer District would be beneficial to all of the land within the boundary of the proposed enlargement; that the area is now without permanent or adequate sewer facilities and the construction of sewer facilities is necessary for the future development and building construction which is imminent within the proposed enlargement area.

4. The petitioner requests the enlargement of the Consolidated Main Sewer District, pursuant to Article I, Section 4 of Charter Resolution No. 29-92, and further requests permission to construct the necessary sewage lines with private financing.

5. The sewer lines and improvements as contemplated herein will conform to the general and overall plans of the chief engineer of Johnson County Unified Wastewater Districts for the installation of sewer systems in the area.

6. The proposed enlargement area is within the City of Leawood and the City has consented to the enlargement of the districts to include this area and to be governed by Johnson County, Kansas.

7. Petitioners are aware that their inclusion in Consolidated Main Sewer District will obligate their property to all lawful fees and charges authorized by Charter

Resolution No. 29-92, including, but not limited to, the annual Capital Finance Charge, connection fees and system development charges.

8. Petitioners are aware that each property, based on property type and usage, will be assigned an EDU rate based on the Standard Classification Table as adopted by Resolution of this Board, No. 25-92, and any amendments thereto, and that their fees and charges listed above will be based upon the EDU classification of the property.

9. The current annual Capital Finance Charge applicable to all properties is \$74 per EDU, and that the Capital Finance charge may from time to time, be increased or decreased as a part of the annual budget process of the Board.

10. The current applicable connection fee is \$1,796 per EDU and the current system development charge is \$898 per EDU, both of which are one time charges due and payable upon application to connect to the sewer system, and that either or both charges may, from time to time, be increased or decreased by Resolution of the Board.

11. The petitioners are aware that upon their inclusion into Consolidated Main Sewer District that they will become a part of Johnson County Unified Wastewater Districts, and in so doing, will be liable for the Johnson County Unified Wastewater Districts' annual operation, maintenance and planning levy which is currently based upon assessed valuation of land and improvements.

12. The current applicable operation, maintenance and planning levy is 4.181 mills.

13. If the petitioned area is enlarged into Consolidated Main Sewer district the undersigned petitioners acknowledge that by their signature on this petition their property will not be eligible, now or in the future, to apply for a deferment of annual Capital Finance Charges, which their property might otherwise have been eligible to receive.

THEREFORE, the undersigned petitioner hereby requests the Board of County Commissioners, pursuant to Charter Resolution 29-92 and any amendments thereto, to enlarge the main sewer district comprising all of the land within the boundary described in attached Exhibit A and the petitioner further requests that it be permitted to build the necessary sewer lines and facilities on a private basis with private financing, subject, however, to the approval of plans and specifications for these lines and facilities by Johnson County Unified Wastewater Districts and the Kansas Department of Health & Environment.

Dated: 7/1/02

By: Peggy J. Dunn

Peggy J. Dunn, Mayor  
City of Leawood, Kansas

dk/cmsd/br06

Ironwoods Park Legal Description:

ALL THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 14, RANGE 25 IN LEAWOOD, JOHNSON COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4, BEING ALSO THE SOUTHWEST CORNER OF "STEEPLECHASE, 2ND PLAT", A SUBDIVISION OF LAND IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°-45'-16" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 AND ALONG THE SOUTH LINE OF SAID "STEEPLECHASE, 2ND PLAT" AND ITS EASTERLY PROLONGATION, A DISTANCE OF 2642.75 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 2°-31'-00" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1323.93 FEET TO THE SOUTHEAST CORNER OF SAID NORTH 1/2 OF THE SOUTHWEST 1/4, SAID POINT ALSO BEING THE NORTH LINE OF "MISSION HEIGHTS", A SUBDIVISION OF LAND IN SAID CITY, COUNTY, AND STATE; THE SOUTH 87°-42'-05" WEST ALONG THE SOUTH LINE OF SAID 1/2 1/4 SECTION AND ALONG THE NORTH LINE OF SAID "MISSION HEIGHTS", A DISTANCE OF 2641.77 FEET (PLATTED 2643.84 FEET) TO THE SOUTHWEST CORNER OF SAID 1/2 1/4 SECTION; THENCE NORTH 2°-33'-31" WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 331.63 FEET TO THE SOUTHWEST CORNER OF "STRAWBERRY HILL", A SUBDIVISION OF LAND IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°-43'-59" EAST ALONG THE SOUTH LINE OF SAID "STRAWBERRY HILL", A DISTANCE OF 660.46 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 2°-32'-29" WEST ALONG THE EAST LINE OF SAID "STRAWBERRY HILL", A DISTANCE OF 662.88 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 87°-45'-37" WEST ALONG THE NORTH LINE OF SAID "STRAWBERRY HILL" A DISTANCE OF 660.66 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 2°-33'-31" WEST ALONG SAID WEST LINE, A DISTANCE OF 331.58 FEET TO THE POINT OF BEGINNING. CONTAINING 70.3 ACRES, MORE OR LESS. EXCEPT THAT PART THEREOF IN STREETS AND ROADS.

THE ABOVE DESCRIPTION WAS PREPARED BY ANDERSON SURVEY COMPANY AND COMPRISES THE SAME PROPERTY DESCRIBED AS TRACTS 1 AND 2 DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY'S OWNERSHIP AND EASEMENT CERTIFICATE NO. 020008968, DATED JULY 11, 2000.

EXHIBIT "A"

RESOLUTION NO. 1755

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND PROFESSIONAL SERVICE INDUSTRIES, INC., ["PSI"] TO CONDUCT SOIL TESTINGS AND INSPECTIONS AT IRONWOODS PARK, 14701 MISSION ROAD, AND I-LAN PARK, 12601 NALL AVENUE

WHEREAS, the City is in need of soil testings and inspections to be conducted at Ironwoods Park, 14701 Mission Road, and I-Lan Park, 12601 Nall Avenue; and

WHEREAS, PSI has submitted a proposal to provide such services; and

WHEREAS, both parties desire to execute an Agreement, attached hereto as Exhibit "A," and incorporated herein by reference.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement with Professional Service Industries, Inc., ["PSI"], attached hereto as Exhibit "A," and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



Peggy Dunn  
Peggy Dunn, Mayor

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

June 14, 2002

Ms. Chris Claxton, Director  
Parks and Recreation Department  
4800 Town Center Drive  
Leawood, KS 66211

**RECEIVED**  
JUN 24 2002  
PUBLIC WORKS

Re: Construction Materials Testing  
Special Inspections and Testing  
Ironwoods and I-Lan Parks  
Leawood, Kansas  
PSI Proposal Number 353-130R

Dear Ms. Claxton:

Per your request, Professional Service Industries, Inc., (PSI), is pleased to submit the following proposal for providing City of Leawood, Kansas Building Code Special Inspection and Testing services for the referenced project.

It is understood that PSI's services will consist of:

Earthwork Testing  
Concrete Testing  
Asphalt Testing  
Shallow Foundation Inspection  
Masonry Inspection

Additionally, City of Leawood, Kansas Building Codes Special Inspection and Testing services are included in this proposal and consist of:

Placement of Reinforced Concrete  
Testing of Reinforced Concrete  
Placement of Reinforcing Steel  
Structural Masonry - Periodic  
Verification of Soils

PSI proposes to provide the described services on a unit-price basis with a total not to exceed budget. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. PSI has prepared the following cost for testing services based on information supplied by yourself which included a review of the construction plans and specifications. PSI will not exceed the total cost included in this proposal without prior written authorization. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of your representative. Prior to starting work on the project it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing costs.

*Information To Build On*

**ESTIMATED TESTING COST FOR IRONWOODS PARK**

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**I. Earthwork:**

- A. Engineering Technician to (monitor placement operations of engineered fill and) perform in-place density tests (includes nuclear density equipment)  
Estimated 205 hours @ \$32.00 per hour ..... \$6,560.00
  - B. Senior Engineering Technician to monitor engineered fill placement for reservoir/dam  
Estimated 80 hours @ \$36.00 per hour ..... \$2,880.00
  - C. Moisture-Density Relationship (Standard)  
Estimated 5 tests @ \$95.00 per test ..... \$ 475.00
  - D. Atterberg limit determinations  
Estimated 5 tests @ \$40.00 per test ..... \$ 200.00
  - E. Project Engineer to observe and supervise field personnel and review reports  
Estimated 42 hours @ \$75.00 per hour ..... \$3,150.00
  - F. Senior Engineer to supervise reservoir/dam construction  
Estimated 8 hours @ \$95.00 per hour ..... \$ 760.00
  - G. Vehicle Charge  
Estimated 80 trips @ \$20.00 per trip ..... \$1,600.00
- ESTIMATED TOTAL FOR EARTHWORK ..... \$15,625.00**

**II. Shallow Foundations:**

- A. Senior Engineering Technician to identify bearing strata and inspect condition of bearing surface prior to placing concrete, check sizes and quantity of reinforcing bars, tying and securement  
Estimated 36 hours @ \$36.00 per hour .....\$1,296.00
- B. Project Engineer to observe and supervise field personnel and review reports  
Estimated 6 hours @ \$75.00 per hour ..... \$ 450.00
- C. Vehicle Charge  
Estimated 12 trips @ \$20.00 per trip ..... \$ 240.00

**ESTIMATED TOTAL FOR SHALLOW FOUNDATIONS.....\$1,986.00**

**III. Concrete:**

- A. Engineering Technician to perform slump, temperature and air content determinations and cast concrete cylinders  
Estimated 311 hours @ \$32.00 per hour .....\$9,952.00
- B. Concrete cylinders tested in compression  
Estimated 348 tests @ \$10.00 per test .....\$3,480.00
- C. Project Engineer to observe and supervise field personnel and review reports  
Estimated 44 hours @ \$75.00 per hour .....\$3,300.00
- D. Vehicle Charge  
Estimated 89 trips @ \$20.00 per trip .....\$1,780.00

**ESTIMATED TOTAL FOR CONCRETE ..... \$18,512.00**

**IV. Asphaltic Concrete:**

- A. Engineering Technician to perform in-place  
on asphaltic concrete pavement density tests  
(includes nuclear density equipment)  
Estimated 85 hours @ \$32.00 per hour ..... \$2,720.00
  
- B. Extractions and Gradation test  
Estimated 17 tests @ \$105.00 per test ..... \$1,785.00
  
- C. Marshall Stability molding of specimens  
Included (3 per set)  
Estimated 17 sets @ \$85.00 per set ..... \$1,445.00
  
- D. Marshall Density molding of specimens  
Included (3 per set)  
Estimated 17 sets @ \$65.00 per set ..... \$1,105.00
  
- E. Project Engineer to observe and supervise  
field personnel and review reports  
Estimated 17 hours @ \$75.00 per hour ..... \$1,275.00
  
- F. Vehicle Charge  
Estimated 34 trips @ \$20.00 per trip ..... \$ 680.00

**ESTIMATED TOTAL FOR ASPHALT CONCRETE ..... \$9,010.00**

**NOT TO EXCEED TOTAL FOR IRONWOODS PARK ..... \$45,133.00**

**ESTIMATED TESTING COSTS FOR I-LAN PARK**

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**I. Earthwork:**

- A. Engineering Technician to (monitor placement operations of engineered fill and) perform in-place density tests (includes nuclear density equipment)  
Estimated 18 hours @ \$32.00 per hour ..... \$ 576.00
  - B. Moisture-Density Relationship (Standard)  
Estimated 2 tests @ \$95.00 per test ..... \$ 190.00
  - C. Atterberg limit determinations  
Estimated 2 tests @ \$40.00 per test ..... \$ 80.00
  - D. Project Engineer to observe and supervise field personnel and review reports  
Estimated 4 hours @ \$75.00 per hour ..... \$ 300.00
  - E. Vehicle Charge  
Estimated 6 trips @ \$20.00 per trip ..... \$ 120.00
- ESTIMATED TOTAL FOR EARTHWORK .....\$1,266.00**

**II. Concrete:**

- A. Engineering Technician to perform slump, temperature and air content determinations and cast concrete cylinders  
Estimated 16 hours @ \$32.00 per hour ..... \$ 512.00
- B. Concrete cylinders tested in compression  
Estimated 16 tests @ \$10.00 per test ..... \$ 160.00
- C. Project Engineer to observe and supervise field personnel and review reports  
Estimated 2 hours @ \$75.00 per hour ..... \$ 150.00

D. Vehicle Charge	
Estimated 6 trips @ \$20.00 per trip.....	\$ 120.00
<b>ESTIMATED TOTAL FOR CONCRETE .....</b>	
	<b>\$ 942.00</b>

**III. Masonry:**

A. Senior Engineering Technician to (monitor placement, grouting and reinforcement of masonry walls) cast mortar and/or grout samples	
Estimated 13 hours @ \$36.00 per hour .....	\$ 468.00
B. Mortar cubes tested in compression	
Estimated 9 tests @ \$10.00 per test .....	\$ 90.00
C. Grout cylinders tested in compression	
Estimated 9 tests @ \$10.00 per test .....	\$ 90.00
D. Project Engineer to observe and supervise field personnel and review reports	
Estimated 2 hours @ \$75.00 per hour .....	\$ 150.00
E. Vehicle Charge	
Estimated 5 trips @ \$20.00 per trip.....	\$ 100.00
<b>ESTIMATED TOTAL FOR MASONRY .....</b>	
	<b>\$ 898.00</b>

**IV. Asphaltic Concrete:**

A. Engineering Technician to perform in-place on asphaltic concrete pavement density tests (includes nuclear density equipment)	
Estimated 18 hours @ \$32.00 per hour .....	\$ 576.00
B. Extractions and Gradation test	
Estimated 3 tests @ \$105.00 per test .....	\$ 315.00
C. Marshall Stability molding of specimens Included (3 per set)	
Estimated 3 sets @ \$85.00 per set.....	\$ 255.00

D. Marshall Density molding of specimens Included (3 per set) Estimated 3 sets @ \$65.00 per set.....	\$ 195.00
E. Project Engineer to observe and supervise field personnel and review reports Estimated 4 hours @ \$75.00 per hour .....	\$ 300.00
F. Vehicle Charge Estimated 6 trips @ \$20.00 per trip.....	\$ 120.00
<b>ESTIMATED TOTAL FOR ASPHALT CONCRETE .....</b>	<b>\$1,761.00</b>
<b>NOT TO EXCEED TOTAL FOR I-LAN PARK .....</b>	<b>\$4,867.00</b>
<b>NOT TO EXCEED TOTAL FOR IRONWOODS &amp; I-LAN PARKS .....</b>	<b>\$50,000.00</b>

Remarks: See attached "Schedule of Service and Fees".

Services requested but not quoted in this submittal will be performed in accordance with the attached "Schedule of Services and Fees". It is also proposed that the work be performed pursuant to the PSI General Conditions. A copy of the PSI General Conditions is enclosed herewith and incorporated into this proposal. PSI will proceed with the work and will issue the daily materials testing and inspection reports after receipt of a signed copy of this proposal intact or a purchase order referencing this proposal by number and date. When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established.

Parks and Recreation Department  
PSI Proposal Number 353-130R  
June 14, 2002  
Page 8 of 12

A representative of PSI will be contacting you to confirm receipt of this proposal and to discuss any questions that you may have regarding this proposal. PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during the construction phase.

Respectfully submitted,  
Professional Service Industries, Inc.

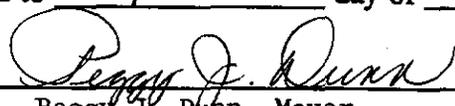
  
Douglas D. Dean, EIT  
Department Manager  
Construction Services

  
Kelly E. Rotert, P.E.  
Vice President

DDD/KER/kab

Attachments:            Schedule of Service and Fees  
                                 Project Data Sheet  
                                 General Conditions

Agreed to 15<sup>th</sup> day of July, 2002

By:   
Title: Peggy J. Dunn, Mayor  
Firm: City of Leawood, Kansas

**PROFESSIONAL SERVICE INDUSTRIES, INC.  
 SCHEDULE OF SERVICES AND FEES  
 CONSTRUCTION QUALITY CONTROL**

**LABORATORY TESTING SERVICES**

Concrete

Laboratory testing of concrete, grout, mortar and lightweight cylinders, cubes and beams delivered to our laboratory in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test .....	Each	\$ 10.00
b. Concrete Compression Test (Contractor made cylinders).....	Each	\$ 18.00
c. Compression Test of Mortar Cubes.....	Each	\$ 10.00
d. Trim Specimen (if necessary) .....	Each	\$ 9.00
e. Flexural Strength of Concrete Test (Beams).....	Each	\$ 20.00
f. Flexural Strength of Concrete Test (Contractor made beams).....	Each	\$ 25.00
g. Concrete Compression Test of Drilled Core.....	Each	\$ 18.00
h. Compression Test of Grout Cylinders.....	Each	\$ 10.00

Soils

Moisture Content .....	Each	\$ 8.00
Hydrometer (without sieve) .....	Each	\$ 50.00
Atterberg Limits Determination (PI).....	Each	\$ 40.00
Moisture/Density Relationship (Proctor Test):		
a. ASTM D-698 (Standard).....	Each	\$ 95.00
b. ASTM D-1557 (Modified).....	Each	\$ 105.00
c. One Point Proctor Verification Test.....	Each	\$ 50.00
Relative Density Test.....	Each	\$ 165.00
Sieve Analysis - Unwashed.....	Each	\$ 40.00
Sieve Analysis - Washed .....	Each	\$ 50.00
Sample Preparation (if required) .....	Per Hour	\$ 38.00

Asphaltic Concrete Testing

a. Asphalt Marshall Density (includes molding of 3 specimens).....	Set of 3	\$ 65.00
b. Asphalt Extraction and Gradation.....	Each	\$ 105.00
c. Asphalt Marshall Stability, Flow, and Air Voids .....	Set of 3	\$ 85.00

**FIELD TESTING SERVICES**

Engineering Technician to Perform:

a. Concrete Placement Testing		
b. Molding of Concrete Cylinders		
c. Asphaltic Concrete Field Testing		
d. In-Place Density Testing		
e. Molding of Mortar and Grout Specimens		
f. Cylinder/Sample Pick Up .....	Per Hour	\$ 32.00

**PROFESSIONAL SERVICE INDUSTRIES, INC.  
 SCHEDULE OF SERVICES AND FEES  
 CONSTRUCTION QUALITY CONTROL**

<b>Senior Engineering to Perform:</b>		
a. Drilled Pier and Pile Inspection		
b. Shallow Footing and Subgrade Inspection		
c. Soil Fill Placement Control		
d. Fly Ash and Lime Stabilization Inspection		
e. Concrete/Asphalt Batch Plant Inspection		
f. Reinforcing Steel Placement Inspection		
g. Masonry Inspection		
h. Post-Tension Inspection		
i. Fireproofing Inspection		
.....	Per Hour	\$ 36.00
<b>Structural Steel Inspector to Perform:</b>		
a. Visual Weld Inspection		
b. Bolt Torque Verification		
c. Shear Stud Verification		
.....	Per Hour	\$ 57.00
Skidmore-Wilhelm Equipment.....	Per Hour	\$ 17.00
.....	Per Day	\$ 120.00
Nuclear Density and Moisture Measurement Equipment.....	Per Hour	\$ 8.00
.....	Per Day	\$ 50.00
<b>Concrete/Asphalt Coring Equipment (in conjunction with hourly technician rates)</b>		
a. Diamond bit core barrel.....	Per Inch	\$ 6.50
b. Coring Machine.....	Per Day	\$ 65.00
c. Patch hole (non shrink grout).....		Cost plus 10%

**TECHNICAL SERVICES**

Engineering Services for field inspection, report review, special inspection submittal preparation, attend preconstruction and progress meetings, test evaluation, contract administration, supervision of laboratory and field personnel, and consultation (typically 1/2 hour Project Engineer per report)

Staff Engineer/Geologist .....	Per Hour	\$ 65.00
Project Engineer/Manager.....	Per Hour	\$ 75.00
Senior Engineer/Manager.....	Per Hour	\$ 90.00

**REMARKS**

Unit prices attached are in effect for six (6) months from the date of this proposal. Services and fees not listed above will be quoted upon request.

Services will be charged on a whole hourly basis from the time the engineer or technician leaves the office until he/she returns from the project. Three hour minimum per trip. A vehicle charge of \$20.00 per trip will be added. All steel inspections will be billed at a minimum of four (4) hours for structural steel inspector.

Charges for hours worked outside of 8:00 A.M. to 5:00 P.M., over eight (8) hours per day, and Saturdays, Sundays, and Holidays will be charged at 1.5 times the aforementioned rates.

Unless noted otherwise, concrete cylinders are made in accordance with ASTM C-31 except for Section 9.2.2.

Asphalt field compaction tests are performed in accordance with ASTM D2950 except 3.5 unless noted otherwise. Asphalt extraction data from ASTM D-6307 Method B except Section 12.



**Project Data Sheet**  
**Construction Materials Testing and Inspection Services**

1. Project Name: \_\_\_\_\_

2. Project Location: \_\_\_\_\_

3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_

4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

5. Number and Distribution of Reports:

( ) Copies To: \_\_\_\_\_

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6. Invoicing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

7. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

8. Other Pertinent Information: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL CONDITIONS**

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal and Client's acceptance thereof and these General Conditions. ~~The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.~~ DD

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, ~~subject to the limitation contained in paragraph 3.~~ DD

**3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, ~~Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.~~ DD

**6. RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

**8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and ~~reasonable attorney's fees.~~ PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

**9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER.

**10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. ~~In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.~~ DD

**11. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

**12. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. ~~Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.~~ DD

**13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

RESOLUTION NO. 1754

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND SHAWNEE MISSION TREE SERVICE, ["SHAWNEE MISSION"] FOR THE REMOVAL OF HANGING TREE LIMBS AT IRONHORSE GOLF COURSE, RELATED TO THE JANUARY, 2002, WINTER ICE STORM

WHEREAS, the City experienced a winter ice storm in January, 2002, that created a significant amount of damage to trees located at IRONHORSE Golf Course; and

WHEREAS, the City is in need of removing hanging tree limbs that were damaged from this storm; and

WHEREAS, both parties desire to execute a Service Agreement, attached hereto as Exhibit "A," and incorporated herein by reference.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Agreement with Shawnee Mission Tree Service, attached hereto as Exhibit "A," and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



*Peggy Dunn*  
Peggy Dunn, Mayor

*Martha Heizer*  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

**CITY OF LEAWOOD, KANSAS**

**AGREEMENT BETWEEN  
CITY OF LEAWOOD, KANSAS  
AND CONTRACTOR**

For: ***UNIT PRICE CONTRACTING FOR TREE TRIMMING***

This Agreement is made this 15<sup>th</sup> day of July, 2002, in Johnson County, Kansas, by and between the City of Leawood, Kansas ("City"), and SHAWNEE MISSION TREE SERVICE, ("Contractor").

**SECTION I - CONTRACTOR'S DUTIES**

Contractor shall provide complete and thorough Debris pickup, hauling and disposal pursuant to the specifications attached hereto as Exhibit A and incorporated herein. Contractor understands that time is of the essence in this work.

**SECTION II - COMPENSATION**

City shall pay Contractor upon completion of the removal and disposal of the hanging limbs as defined in the scope.

**SECTION III - TERM OF AGREEMENT**

The term of this Agreement shall commence upon issuance by the City of a Notice to Proceed and shall be completed within 30 days of such notice, subject to the terms of the Scope of Work attached hereto as Exhibit A.

**SECTION IV - TERMINATION**

City may terminate this Agreement at any time, with or without cause, upon notification to Contractor. Contractor may terminate this Agreement for its convenience upon seven (7) days written notice to City, provided, however, that Contractor may not terminate the Agreement without completing the hauling and disposal of any debris removed prior to such termination. Upon termination, Contractor shall return all documents and pending reports to City and City shall, within 30 days of receipt of a final invoice from Contractor, pay Contractor for sums for work incurred prior to the date of termination.

**SECTION V - INSURANCE and INDEMNIFICATION**

Contractor shall defend, indemnify and hold the City harmless from and against any and all damages, claims, charges, lawsuits, and allegations of harm resulting, in whole or in part, from the actions or inactions of Contractor.

Contractor shall maintain throughout the duration of this Agreement, insurance in, at a minimum, the amounts specified below, unless waived in writing by the City. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the City.

City will only accept coverage from an insurance carrier who offers proof that it:

- (1) Is licensed to do business in the State of Kansas;
- (2) Carries a Best's policyholder rating of A or better.

The Contractor is required to carry insurance while performing the proposed work for the City. The Contractor will furnish a Certificate of Insurance to the City as Part of their proposal.

Minimum limits for General Liability, Automobile Liability, Workers Compensation and Employer's Liability are as follows:

1. General Liability	
General Aggregate.....	\$2,000,000.00
Products / Completed Operations Aggregate.....	\$2,000,000.00
Personal and Advertising Injury (Each Person).....	\$1,000,000.00
Each Occurrence.....	\$1,000,000.00
Fire Damage (any one fire).....	\$100,000.00
2. Automobile Liability	
All autos Combined Single Limits (CSL).....	\$1,000,000.00
Uninsured motorists.....	\$1,000,000.00
Excess Liability.....	Their Limit

Umbrella policy may be used to meet coverage limits.

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

3. Workers Compensation (includes "all states" insurance)	
(a) Workers Compensation.....	Statutory
(b) Employers Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

Contractor shall also be protected against claims for disease, injury, or death of employees, which, for any reason, may not fall within the provisions of a Workers Compensation Law.

4. Notice of Claim; Reduction of Policy Limits

The Contractor, upon receipt of notice of any claim in connection with the Proposal, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate in excess of \$100,000.00, whether or not such impairment came about as a result of this Contract.

In the event the City shall determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that the City shall determine such limits inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

5. If a part of the Contract is to be sublet, Contractor shall either:

- A. Cover all subcontractors in Contractor's general liability insurance policy; or
- B. Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor.
- C. Contractor shall indemnify and hold harmless the City as to any and all damages, claims, or losses, including, but not limited to, attorney fees, and all other costs which may arise out of the acts or omissions of its sub-contractors.

#### SECTION VI - ASSIGNMENT

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

#### SECTION VII - PRIOR STATEMENTS NOT BINDING

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

### **SECTION VIII - INDEPENDENT CONTRACTOR**

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

### **SECTION IX - EQUAL OPPORTUNITY**

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

**SECTION X - APPLICABLE LAW**

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

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

City of Leawood:

By: *Peggy J. Dunn*  
Peggy J. Dunn, Mayor

ATTEST:

*Martha Heizer*  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett  
City Attorney

SHAWNEE MISSION TREE SERVICE  
Contractor

MARK CANTRELL  
Print Name

*Mark Cantrell*  
Signature

MANAGER  
Title

S. M. KS.

8250 Coile Pkwy 66227  
Address

**Exhibit A**  
**CITY OF LEAWOOD, KANSAS**  
**TREE TRIMMING**

**SCOPE**

The scope of the work shall include trimming of trees in the public access areas throughout the City of Leawood's IRONHORSE Golf Club in order to remove hanging/broken branches resulting from the January, 2002 ice storm. Disposal of resulting brush is included in the scope of this contract. All trimming shall be performed to the following specifications:

Pruning will consist of removing all hanging and/or broken branches that are 2" or greater in diameter at point of attachment in the areas specified by the Golf Course Superintendent, or any other limb that the Golf Course Superintendent or his designee determines to be a potential hazard. All trees will be pruned in accordance with 1995 ISA publication "Tree-Pruning Guidelines" and the standards set forth in ANSI publication A300-1995 "Tree, Shrub and Other Woody Plant Maintenance - Standard Practices." **Payment for tree trimming will be per the bid page. Any cost associated with disposing of resulting brush should be included in the per tree trimmed price.**

Brush disposal will include brush resulting from tree trimming only. The disposal of all chipped material or non-chipped material will be the responsibility of the Contractor. The disposal of the material will be done in accordance with all State and County requirements.

All work shall be performed by a trained arborist who is certified or under the supervision of an arborist who is certified through an accepted organization such as the Kansas Arborist Association, or the International Society of Arboriculture.

All work shall be performed following the minimum safety standards set forth by the American National Standards Institute, Inc., in publication Z133.1-1994, "Pruning, Trimming, Repairing, Maintaining and Removing Trees, and Cutting Brush - Safety Requirements."

When bucket trucks are not allowed in certain areas, or when the use of such trucks would not provide for safe access, the Contractor shall complete the trimming of the trees without such equipment.

The use of any motorized equipment by the Contractor must be approved by the Golf Course Superintendent or his designee prior to use. Contractor must also have such approval of the access points and routes prior to the use of any motorized equipment.

Work crews may be required to maintain a safety zone clearly marked by cones, ribbon or other highly visible device as determined by the Golf Course Superintendent or his designee to prevent the public from walking into or through the work area. This barrier will be installed prior to any work being done that day and removed at the completion of work each day. Work will be performed on the course and adjacent city streets as directed

by the Golf Course Superintendent, or his designee.

All trees to be trimmed will be selected by the Golf Course Superintendent or his designee prior to any work being done. When in doubt, Contractor is to contact the Golf Course Superintendent for prior approval of any trimming.

If a tree is discovered that may be hazardous and may have to be removed due to splits or other defects as a result of the ice storm, which tree was not previously identified, the Golf Course Superintendent or his designee shall be informed.

Designated trees within The City of Leawood's IRONHORSE Golf Club property, shall have all appropriate branches, as defined above, trimmed throughout the whole tree. Trees outside of the property limits of IRONHORSE Golf Club, on private property shall have only the branches that affect City property trimmed.

Work shall be conducted under favorable weather conditions. Access into the Golf Course areas may be limited or non-existent during or after wet weather conditions.

Contractor will be responsible for any and all damage caused by the Contractor as a result of the tree trimming operations to private or public property.

Contractor will be responsible for all brush hauling and disposal and will leave completed site clean, safe and unobstructed at the end of each day's work.

Contractor will notify the Golf Course Superintendent or designee upon completion of tree trimming in any location before starting on another location.

The recommendation for acceptance of a bid will be based on the per tree rate as listed on bid page. Method of payment will be on a per tree basis for trees trimmed.

All work shall be completed within 30 calendar days from date of Notice to Proceed. Work shall begin within 24 hours of Notice to Proceed. **Work shall be performed during daylight hours Monday through Friday. Weekend work will not be allowed without prior written approval from the Golf Course Superintendent.**

The City reserves the right to waive or take exception to these specifications if it were to the City's greatest advantage or best interest. Final acceptance shall be subject to quality of workmanship including, but not limited to, proper pruning cuts, job thoroughness, safe practices and overall aesthetics of job completed.

Complaints from adjacent property owners should be directed to the Golf Course Superintendent's office.

# TREE TRIMMING

## BID

TO: CITY OF LEAWOOD,  
JOHNSON COUNTY, KANSAS

The undersigned bidder hereby proposes to furnish all materials, supplies, transportation, tools, equipment and plant, perform all necessary labor and construct, install and complete all work stipulated in, required by, and in conformity with the proposed Contract Documents (including all documents referred to therein) and any and all addenda thereto, for and in consideration of prices as follows:

ITEM	ESTIMATED QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL BID AMOUNT
1.	75	Trees Trimmed	Tree	\$ <u>125<sup>00</sup></u>	\$ <u>9,375<sup>00</sup></u>
1.	1	Grind existing storm damage debris collected at the golf course	Lump Sum	\$ <u>3500<sup>00</sup></u>	\$ <u>3500<sup>00</sup></u>

1. The undersigned further agrees to begin work within 24 hours after Notice to Proceed, and to complete the work, within 30 calendar days.
2. In submitting this bid, the undersigned declares that it is of lawful age and executed the accompanying bid on behalf of the bidder therein named, and that it had lawful authority so to do. The undersigned further declares that it has not directly or indirectly entered into any agreement, expressed or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or bidders, the parceling or farming out to any bidder or bidders, or other persons, of any part of the Contract or any part of the subject matter of the bid or bids or of the profits thereof, and that it has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with bidder in said bid or bids, until after sealed bid or bids are opened.
3. The undersigned further declares that it has carefully examined the Contract Documents, and that it has inspected the actual location of the work, and has satisfied itself as to all conditions and quantities, and understands that in signing this Bid it waives all right to plead any misunderstanding regarding the same.

4. The undersigned hereby agrees to furnish the insurance certificates
5. It is understood that the City will pay in a prompt and timely manner pay estimates when submitted and approved by the City Representative and further approved by the City staff coordinator for the project, all as provided in the Contract Documents.
6. Undersigned acknowledge receipt of the Plans and Specifications for the project including the following addenda (complete) ✓

DATED on \_\_\_\_\_ this 25<sup>th</sup> day of JUNE, 2002.

(SEAL)

SHAWNEE MISSION TREE SERVICE  
Contractor

Mark Cantrell  
Signature

MANAGER  
Title

8250 COLE PKWY - 66227  
Address

913-441-8888  
Telephone Number

# ACORD CERTIFICATE OF LIABILITY INSURANCE

<b>PRODUCER</b> R E Miller Insurance Agency 114 West Gregory Blvd. Kansas City MO 64114 Phone: 816-333-3000 Fax: 816-822-1634	OP ID TH SHAWN-1 DATE (MM/DD/YY) 01/03/02
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> Shawnee Mission Tree Service, Inc. 8250 Cole Parkway Shawnee Mission KS 66227	INSURER A Bituminous Insurance Co. INSURER R Royal Ins. Co. of America INSURER C INSURER D INSURER E

**COVERAGES**

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

NR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GEN. LIAB. (CGL) <input type="checkbox"/> COMM. VEH. (CGL) <input type="checkbox"/> P. & A. (CGL) <input checked="" type="checkbox"/> OCCUP. <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLICABLE <input type="checkbox"/> POLIC.	CLP3130571	12/31/01	12/31/02	EACH OCCURRENCE \$ 1,000,000 PER DAMAGE (ANY OCCUR.) \$ 300,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & AUTO. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 WORKERS COMP. \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ALL AUTO. <input type="checkbox"/> ALL OWNED AUTO. <input type="checkbox"/> TO RENTED AUTO. <input checked="" type="checkbox"/> MED. EXP. <input checked="" type="checkbox"/> NON-OWNED AUTO.	CAP3130572	12/31/01	12/31/02	COMBINED SINGLE LIMIT (ES & MED.) \$ 1,000,000 MED. EXP. (Per person) \$ MED. EXP. (Per accident) \$ PERSONAL & AUTO. INJURY (Per accident) \$ PERSONAL & AUTO. INJURY (Per person) \$ OTHER (Per accident) \$ OTHER (Per person) \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> EXCESS <input type="checkbox"/> RETENTION \$ 10,000	PHN016834	12/31/01	12/31/02	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> OTHER	WC3130573	12/31/01	12/31/02	WORKERS COMP. (Per employee) \$ 500,000 EL DISEASE (Per employee) \$ 500,000 EL DISEASE (Per year) \$ 500,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES & EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> LEAW004 City of Leawood, KS 4800 Town Center Dr Leawood KS 66211	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Matthew J. Miller
--	--

RESOLUTION NO. 1753

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND S.E.C.T. THEATRE SUPPLIES, ["S.E.C.T."] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO THE 2002 LEAWOOD STAGE COMPANY SUMMER PRODUCTION**

WHEREAS, the City is in need of certain production equipment for performances scheduled on July 11, 12, 13, and 14, 2002; and

WHEREAS, S.E.C.T provides such equipment; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow S.E.C.T., to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, for an amount not to exceed \$10,740.85, between the City and S.E.C.T. Theatre Supplies, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



*Peggy Dunn*  
\_\_\_\_\_  
Peggy Dunn, Mayor

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:  
*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, 66211 and S.E.C.T. Theatre Supplies, Inc., a commercial theatre services vendor.

The Independent Contractor is a(n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 2535 Jefferson  
City/State/ZIP: Kansas City, Missouri 64108  
Business Telephone: (816) 471-1239

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

43-1033268

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

#### Work to Be Performed

S.E.C.T. will provide the following equipment and services on the Leawood Stage Company site just north of Leawood City Hall, 4800 Town Center Drive, Leawood, Kansas 66211

- A 32'X34' stage 2' 6" off the ground
- The stage will have two sets of stairs.
- The sound system will include:
  - 6 (six) wireless lavalier microphones
  - 2 (two) back-up wireless lavalier microphones
  - 4 (four) condenser microphones
  - CD and cassette player
  - Up to 12 (twelve) hardwired microphones for the orchestra musicians

*50*  
*Don't refer to scenic stairs' - separate willing)*

-All necessary amps, mixers, 1/3 octave equalizers, microphone lines, speakers, speaker wires, etc., to make a fully operative sound system to handle an outdoor audience of 400 people.

The lighting system will consist of:

- Up to 24 (twenty-four) par 64 lights for wash
- 6 (six) Shakespeare lights for specials
- 2 follow-spots
- All necessary control boards, wires, dimmers, gelatin, lamps, etc., to make a fully operative lighting system.

The Independent Contractor will load-in and set up the stage, sound, and lightening system at the site mentioned above on the 2<sup>nd</sup> of July, 2002 and remove it on the 15<sup>th</sup> of July, 2002.

Leawood Stage Company will provide a 4 (four) person crew to assist the Independent Contractor fulfill its load-in and removal obligations.

The Independent Contractor will provide 1 (one) sound technician for up to 60 (sixty) hours for rehearsals and to run the show. The show will include the production of the Youth Performance Players and the Main Stage Production. (Additional hours will be billed at \$25.00 per hour.)

Leawood Stage Company will provide lighting and follow-spot operators.

The Independent Contractor will provide a 25' truss and 2 (two) genie super-lifts to raise and lower the truss as a support for the backdrop.

**The City of Leawood is responsible for the security of the Independent Contractor's equipment in case of loss, but will not be responsible for loss or damage due to any other cause (e.g., weather, acts of God, power surges, etc.).**

**Term of Agreement**

The services called for under this Agreement shall commence on July 2, 2002, and shall be concluded on July 15, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

The City of Leawood will present a 10% deposit check in the amount of \$1,075.00 to the Independent Contractor to hold the date, a 40% check in the amount of \$4,296.00 prior to the load-in, and a 50% check in the

amount of \$5,369.85 for services provided, ~~within 30 days of completion~~ <sup>on Load out of shed 58</sup> of all contractual obligations as set forth in this agreement upon the Independent Contractor's submission to the City of a statement of services rendered.

#### **Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

#### **Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

#### **Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director: **The Independent Contractor shall provide a certificate of liability insurance for an amount of \$2,000,000.00.**

#### **Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

#### **Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 7/1/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: Sherril Buchanan

Title: VP

Date: 6/24/02

CITY OF LEAWOOD, KANSAS

CERTIFICATE OF NONDISCRIMINATION  
MANDATORY PROVISIONS

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Leawood, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Leawood; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Leawood cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 6/24/02

SECT Theatre Supplies, Inc.  
Contractor/Principal

By: Sheri Buchanan  
Signature

CORPORATE SEAL

VP  
(Official Title of Signer)

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER  
Turner Insurance Associates  
8431 Clint Drive

DATE  
06/20/2002

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Belton MO 64012  
S.E.C.T. Theatre Supplies, Inc.  
2535 Jefferson Street  
Kansas City MO 64108

### INSURERS AFFORDING COVERAGE

INSURER A: Scottsdale Insurance/Midwestern General Agency  
INSURER B: Great America Insurance/Midwestern General Agency  
INSURER C: Westport Insurance Corp/Midwestern General Agency  
INSURER D:  
INSURER E:

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 DED	TBD - BINDER 1121	05/01/2002	05/01/2003	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCX0010935	05/01/2002	05/01/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
B	OTHER INLAND MARINE	TBD - BINDER 1122	05/01/2002	05/01/2003	BPP-THEA EQUIP \$600,000 ST RENTAL \$25,000 AR-EXCTHEFT \$2,500 DED.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL COVERAGES ARE SUBJECT TO POLICY CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

City Of Leawood, Kansas  
Attn: Jerry Schneider  
4800 Town Center Drive  
Leawood, KS 66211

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Beverly Perry*

RESOLUTION NO. 1752

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [“LEAWOOD”] AND PHIL LEONARD, [“LEONARD”] [COLLECTIVELY THE ‘PARTIES’], PERTAINING TO THE 2002 LEAWOOD STAGE COMPANY SUMMER PRODUCTION**

WHEREAS, the City is in need of a Technical Director for the Stage Company’s summer production of Sondheim and Company, scheduled to be performed July 11, 12, 13, and 14, 2002; and

WHEREAS, Phil Leonard [‘Leonard’] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Leonard to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, for an amount not to exceed \$1,000.00, between the City and Phil Leonard, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

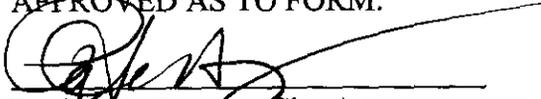
APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



  
Martha Heizer, City Clerk

  
Peggy Dunn, Mayor

APPROVED AS TO FORM:

  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Phil N. Leonard ("Independent Contractor"), dated the 6th day of May, 2002.

The Independent Contractor is a(n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 5612 West 100<sup>th</sup> Street  
City/State/ZIP: Overland Park, Kansas 66207  
Business Telephone: (913)341-6214

The Independent Contractor's Social Security or Employer Identification Number is:  
SS# 514-64-3396

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

#### **Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

The Independent Contractor is designated by the City of Leawood to be Resident Technical Director for Leawood Stage Company's Main Stage and Youth Performance Players presentations July 11, 12, 13, 14, 2002, inclusive, on the north side of Leawood City Hall (or in case of inclement weather, in the Community Center on the lower level of Leawood City Hall), 4800 Town Center Drive, Leawood, Kansas 66211.

The Independent Contractor will work with the Directors and staff of the Main Stage and Youth Performance Players as well as the staff of Leawood Parks and Recreation Department.

The Independent Contractor will oversee lighting and sound. The Independent Contractor will supervise the hanging of lighting equipment and provide the lighting designs.

**Term of Agreement**

The services called for under this Agreement shall commence on May 15, 2002 and shall be concluded on or before July 15, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

The City of Leawood will present a check in the amount of \$1,000.000 to the Independent Contractor for services provided, within 30 days of completion of all contractual duties as set forth in this agreement upon the Independent Contractor's submission to the City of a statement of services rendered.

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director: See Attachment A

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to

enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn  
Peggy J. Dunn, Mayor  
Date: 5/1/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Phil M. - e  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 6/13/02

Attachment A

Independent Contract for Phil Leonard:

No additional insurance required.

RESOLUTION NO. 1751

**RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [“LEAWOOD”] AND ROBERT CRAIG, [“CRAIG”] [COLLECTIVELY THE ‘PARTIES’], PERTAINING TO THE 2002 LEAWOOD STAGE COMPANY SUMMER PRODUCTION**

WHEREAS, the City is in need of a site manager for the Stage Company’s summer production of Sondheim and Company, scheduled to be performed July 11, 12, 13, and 14, 2002; and

WHEREAS, Robert Craig [‘Craig’] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Craig to provide such services.

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

SECTION ONE: That the Governing Body hereby authorizes the Mayor to execute an Independent Contractor Agreement, for an amount not to exceed \$900.00, between the City and Robert Craig, attached hereto as Exhibit “A,” and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1<sup>st</sup> day of July, 2002.

APPROVED by the Mayor this 1<sup>st</sup> day of July, 2002.



*Martha Heizer*  
Martha Heizer, City Clerk

*Peggy Duffin*  
Peggy Duffin, Mayor

APPROVED AS TO FORM:

*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney

## CITY OF LEAWOOD

### Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Robert Craig ("Independent Contractor"), dated the 6<sup>th</sup> day of May, 2002.

The Independent Contractor is a(n):

- Individual
- Sole proprietorship
- Partnership
- Corporation

The Independent Contractor is located at:

Address: 8633 East 96<sup>th</sup> Terrace  
City/State/ZIP: Kansas City, Missouri 64134  
Business Telephone: (816)763-8742

The Independent Contractor's Social Security or Employer Identification Number is:  
498-60-6093

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

#### **Work to Be Performed**

City desires that the Independent Contractor perform, and the Independent Contractor agrees to perform, the following work:

The Independent Contractor is designated by the City of Leawood to be Site Manager for both the Main Stage Company and the Youth Performance Players productions scheduled for July 11, 12, 13, 14, 2002, inclusive, on the north side of Leawood City Hall (or in the case of inclement weather, in the Community Center on the lower level of Leawood City Hall), 4800 Town Center Drive, Leawood, Kansas 66211.

The Independent Contractor will work with the Directors and the staff of both the Main Stage and Youth Performance Players as well as the staff of Leawood Parks and Recreation Department.

The Independent Contractor is responsible for supervising the unloading, set-up, and tear-down of the performance facility. The Independent Contractor also will be responsible for the nightly maintenance review of the performance facility and report anything that needs attention.

The Independent Contractor will coordinate with the Director, Stage Manager, and Leawood Parks and Recreation staff to cancel the performance in case of inclement weather.

**Term of Agreement**

The services called for under this Agreement shall commence on May 15, 2002 and shall be concluded on or before July 15, 2002.

**Terms of Payment**

City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions:

The City of Leawood will present a check in the amount of \$900.00 to the Independent Contractor for services provided, ~~within 30 days of completion of all contractual duties~~ as set forth in this agreement upon the Independent Contractor's submission to the City of a statement of services rendered.

**Reimbursement of Expenses**

City shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

**Federal, State, and Local Payroll Taxes**

Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. The Independent Contractor is not an employee and shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.

**Responsibility for Workers' Compensation and other Insurance**

The City will not obtain workers' compensation insurance covering the Independent Contractor or employees of the Independent Contractor. The Independent Contractor shall comply with the workers' compensation law concerning the Independent Contractor and the employees of the Independent Contractor. Independent Contractor shall also procure sufficient insurance to cover general liability, personal injury and property damage in the following types and amounts as approved by City's Finance Director: See Attachment A.

**Termination of Agreement**

City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 30 days written notice to the City. Notice shall be sufficient either when served personally or when sent by first-class mail addressed to the City at the address set forth in this Agreement. City shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination.

**Independent Contractor Status**

The Independent Contractor expressly represents and warrants to City that (1) he/she/it is not and shall not be construed to be an employee of City and that his/her/its status shall be that of an independent contractor for which he/she/it is solely responsible for his/her/its actions and

inactions; and (2) the Independent Contractor shall act solely as an Independent Contractor, not as an employee or agent of City; and (3) the Independent Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties.

**Assignability**

This Agreement shall not be transferred or assigned, in whole or in part, by the Independent Contractor without the prior written consent of City.

**Choice of Law**

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Kansas.

**Agreement**

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties. The Agreement cannot be changed or modified orally. This Agreement may be supplemented, amended, or revised only in writing by agreement of the parties.

**Title to Works, Trademarks, and Inventions Produced.**

Independent Contractor has acquired or shall acquire from each of his/her/its employees, consultants, and subcontractors, if any, the necessary rights to all works, trademarks, copyrights and inventions utilized in the performance of this Agreement.

**Hold Harmless**

Independent Contractor shall indemnify and hold the City harmless from and against any claims, allegations, charges, damages, costs, attorneys' fees or other expenses incurred due to the actions, inactions, fault or negligence, or the claimed actions, inactions, fault or negligence of Independent Contractor or its agents or employees.

**Reports**

The Independent Contractor, when directed, shall provide written reports with respect to the services rendered hereunder.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn  
Peggy J. Dunn, Mayor  
Date: 5/1/02

[SEAL]

ATTEST:

Martha Heizer  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett  
Patricia A. Bennett, City Attorney  
**INDEPENDENT CONTRACTOR**

By: Robert C. [Signature] 6/10/02

Title: Site Manager

Date: 6/10/02

Attachment A

Independent Contract for Bob Craig:

No additional insurance required.

RESOLUTION NO. 1750

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A USE AND OPERATION AGREEMENT WITH THE JUNIOR GOLF FOUNDATION OF GREATER KANSAS CITY, INC. FOR IMPLEMENTATION OF THE FIRST TEE GOLF PROGRAM FOR KIDS.**

WHEREAS, the City desires to participate in the First Tee Golf Program for Kids; and

WHEREAS, the Junior Golf Foundation of Greater Kansas City, Inc. requires entry into a Use and Operation Agreement.

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

SECTION ONE: The City of Leawood, Kansas, a municipal corporation, does hereby approve and authorize the Mayor to execute the Use and Operation Agreement with the Junior Golf Foundation of Greater Kansas City, Inc., attached hereto as Exhibit "A."

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 1st day of July, 2002.

APPROVED by the Mayor this 1st day of July, 2002.



*Peggy Dunn*  
\_\_\_\_\_  
Peggy Dunn, Mayor

*Martha Heizer*  
\_\_\_\_\_  
Martha Heizer, City Clerk

APPROVED AS TO FORM:

*Patricia A. Bennett*  
\_\_\_\_\_  
Patricia A. Bennett, City Attorney

USE AND OPERATION AGREEMENT  
(Ironhorse)

This USE AND OPERATION AGREEMENT, made and entered into this 1  
day of July, 2002, by and between the JUNIOR GOLF FOUNDATION OF  
GREATER KANSAS CITY, INC., a Missouri not-for-profit corporation (FOUNDATION), and  
the CITY OF LEAWOOD, KANSAS (CITY).

RECITALS:

A. The purpose of the FOUNDATION is: "TO BRING GOLF TO KIDS FOR FUN, FOR  
CHARACTER, FOR LIFE" and to promote and expand golfing opportunities for youth in the  
Greater Kansas City Area through THE FIRST TEE PROGRAM and programs of its own.

B. WORLD GOLF FOUNDATION, INC., a Florida not-for-profit corporation, by and  
through its division known as THE FIRST TEE (THE FIRST TEE), whose purpose is to create  
facilities and programs to make golf more accessible to people of all diversities and social  
strata, has designated the FOUNDATION as a local Chapter of THE FIRST TEE.

C. The CITY OF LEAWOOD, KANSAS owns land known as Ironhorse Golf Course  
which consists of an Administration Building, a practice range, a regulation eighteen hole  
course and a three hole junior golf facility (FACILITY).

D. CITY desires to bring the FACILITY into THE FIRST TEE PROGRAM.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and conditions  
contained herein, the receipt and sufficiency of which are hereby acknowledged, the  
parties hereby agree as follows:

1. GOVERNING DOCUMENT:

CITY acknowledges that THE FIRST TEE and the FOUNDATION have entered into  
that certain Facilities Agreement, dated \_\_\_\_\_, 2002 (FACILITIES  
AGREEMENT), a copy of which has been delivered to CITY. This Agreement shall be  
subject to all of the terms and conditions of the FACILITIES AGREEMENT.

2. DESCRIPTION OF THE FACILITY:

2.1 The FACILITY, the cost of which was funded by the FOUNDATION, is a three hole course designed by Dr. Michael Hurdzan. No expansion nor modification of the FACILITY is planned.

2.2 Planning for Safety, Security and the Disabled. In accordance with all applicable laws, CITY will seek to provide access for disabled participants and shall create and implement effective security and safety plans for the FACILITY.

2.3 Environmental and Conservation Planning: CITY shall implement conscientious environmental and conservation planning and shall comply with all applicable laws and regulations relating there to and shall seek to comply with any standards created from time to time by organizations such as the Golf Course Superintendents Association of America and the Audubon Society.

3. COMMITMENT OF THE FOUNDATION:

The FOUNDATION, having constructed the FACILITY, contemplates providing CITY with financial and personnel assistance in the administration of THE FIRST TEE PROGRAM and programs of its own. The FOUNDATION anticipates that from time to time THE FIRST TEE will join it in this financial assistance.

4. Usage and Term:

At the inception of the relationship between the FOUNDATION and CITY it was the understanding of the parties that, in consideration of the FOUNDATION funding the constructing of the FACILITY, CITY shall always provide juniors, (whether playing individually or participating in clinics, programs or events sponsored or conducted by the FOUNDATION OR CITY), primary and exclusive access to the FACILITY free from interference by any other non-junior activity. Furthermore, it was their intention that in order to avoid conflict between junior events sponsored or conducted by the parties hereto, they shall keep each other fully and timely informed of their respective junior golf plans and shall resolve any conflict in a spirit of good faith and to the benefit of juniors.

So long as the FACILITY remains a part of THE FIRST TEE PROGRAM each four-month period described in Section 6.2 the FACILITY shall be used exclusively to provide golf training for junior golfers and other beginning golfers. At all times other than during the four-month period described in Section 6.2, the FACILITY will continue to give priority to junior and beginning golfers, but it may be used by other golfers subject to the foregoing priority.

4. The Term (TERM) of this Agreement with respect to THE FIRST TEE and THE FIRST TEE PROGRAM shall be for a period of 10 Years beginning with the execution of this agreement.

5.. GENERAL DUTIES OF CITY:

5.1 Maintenance of the FACILITY: During the TERM, CITY shall use the same care, skill and effort in maintaining the FACILITY as it applies to the rest of the Ironhorse course. In keeping the FACILITY in a good state of repair, CITY shall follow generally accepted golf course maintenance standards as promulgated by the United States Golf Association and the Golf Course Superintendents Association of America.

5.2 Operation of the FACILITY: CITY shall:

(i) Comply with any applicable law, ordinance, rule, regulation, order or other legal or governmental requirement with respect to the FACILITY, or its renovation, construction, operation or maintenance, including, but not limited to, federal and state labor and tax laws, OSHA, ADA, workers' compensation, environmental, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related matters;

(ii) Advise the FOUNDATION and THE FIRST TEE promptly in writing of any substantial property damage to the FACILITY, any bodily injuries sustained by any person at the FACILITY, service upon or receipt by CITY of any summons, subpoena or other similar legal document, including notices, letters, communications or claims of any actual or alleged defaults by, claims or actions against, or potential liabilities of or relating to the FACILITY;

(iii) Timely pay any operating expenses, taxes, assessments and charges relating to the FACILITY;

(iv) Timely apply for and obtain and/or renew any approvals, licenses, permits, consents, authorizations, certificates or similar documents or actions required in connection with the program or the development or operation of the FACILITY.

(v) Hire, discharge, supervise, and carefully monitor the work of the personnel employed, and all agents, contractors, subcontractors or volunteers performing services in or about the FACILITY, provided that CITY shall only engage qualified, competent and experienced personnel and volunteers

(vi) Provide effective safety and security programs;

(vii) Implement conscientious environmental and conservation planning;

(viii) Keep, supervise or direct the keeping of, full, separate and adequate books of account, as well as records reflecting gross revenues and operating expenses of the FACILITY, achievement of program goals and realization rate, tracking of program participants, development of off-site teaching programs and relationships with area schools and golf courses and other data relevant to the long term assessment of the success of THE FIRST TEE PROGRAM;

(ix) Deliver to the FOUNDATION and THE FIRST TEE within sixty (60) days after the end of each calendar year, annual financial statements (audited, upon request) including a balance sheet and statement of profit and loss showing the operational results of the FACILITY during the preceding calendar year, and

(x) Promptly repair any and all damage to the FACILITY regardless of the cause of such damage.

6. PROGRAMMING:

6.1 THE FIRST TEE PROGRAM: The parties acknowledge that THE FIRST TEE has developed a curriculum (THE FIRST TEE PROGRAM) to provide golf training and instruction to junior golfers and other beginning golfers.

6.2 Registered Participants: During a four-month period of each year of the TERM, CITY shall provide to those participants who register to participate no less than 12 hours per week of programming at the FACILITY, which shall include reduced fee instruction, both on the driving range and in a classroom setting. Such four-month period shall be determined by CITY, in its discretion, so long as such period consists of four consecutive months and such period commences on or after April 1st and ends prior to September 30th of each year. Classes shall include beginning, intermediate and advance group instruction over such four-month period. CITY shall also provide to each registered participant access to four (4) rounds of golf per month at the FACILITY at either no cost or discounted rates. Use of the driving range will also be provided at rates affordable to registered participants. Subject to Section 7, CITY shall be entitled to establish user fees and rates for the use of the FACILITY; provided, however, such fees and rates shall, at all times, be reasonable and commensurate with fees and rates charged by municipal golf facilities in the Greater Kansas City Area.

6.3 Registered Participants Seeking Certification: CITY shall provide 16 rounds of golf at the FACILITY at a reduced fee to any participant seeking to obtain the certification granted as a part of THE FIRST TEE PROGRAM.

6.4 Development of Participation: CITY shall use reasonable efforts to plan, develop and implement programs and initiatives at the FACILITY for (i) preteen use; (ii) disabled, including physically and mentally challenged participants; (iii) deaf; (iv) disadvantaged inter-city groups and youths, particularly minorities; and (v) YMCA, YWCA and Boys & Girls Clubs.

6.5 Golf Professional: Nothing in this Agreement shall affect or invalidate any employment agreement between CITY and any golf professional employed at Ironhorse Golf Club. However, in those instances where the size of the program, event or clinic requires professional and volunteer instructional help beyond the capacity of the Ironhorse Golf Club staff and upon approval of CITY, the FOUNDATION may supply such needed help.

**7. ACCESS BY THE FOUNDATION:**

The FOUNDATION shall have reasonable access to the FACILITY, without charge, for programs sponsored by the FOUNDATION. CITY and the FOUNDATION shall cooperate with each other in scheduling of these programs. The FOUNDATION shall be entitled to utilize PGA Professionals in the presentation of programs sponsored or administered by the FOUNDATION.

**8. USE OF THE FIRST TEE NAME, LOGO AND MARKS.**

Simultaneously herewith, CITY shall enter into a License Agreement with THE FIRST TEE under the terms of which CITY shall have the right to display THE FIRST TEE Name, Logo and Marks in conjunction with the FACILITY.

**9. ENTRY AND INSPECTION RIGHTS OF THE FOUNDATION:**

Each of THE FIRST TEE and the FOUNDATION, and their respective accountants, representatives, attorneys and agents, shall have the right to request the necessary materials or information, or to enter the FACILITY at any reasonable time, without material disruption, to:

(i) examine and inspect the FACILITY and its maintenance and operations, only as relating to THE FIRST TEE PROGRAM or other programs sponsored or administered by the FOUNDATION; and

(ii) examine, inspect, and copy the books, records and other materials of or relating to the FACILITY, only as relating to THE FIRST TEE PROGRAM or other program sponsored or administered by the FOUNDATION.

**10. INDEMNIFICATION, INSURANCE AND LIABILITY:**

10.1 Indemnification: CITY shall defend, indemnify and hold the FOUNDATION and THE FIRST TEE, and their respective officers, directors, employees, representatives and agents harmless from and against, without limitation, all claims, losses, suits, actions, causes of action, disputes, damages, liabilities, obligations or penalties, including, without limitation, all costs, charges, expenses and reasonable attorneys' fees (whether incurred in negotiation before, in preparation of or at trial, on appeal or in any insolvency or bankruptcy proceeding), arising out of:

(i) any damage to property, or injury to, or death of persons (including the property of the parties hereto), occasioned by or in connection with the tortious acts, malfeasance, negligence or willful acts or omissions of CITY; or

(ii) the breach of its obligations under this Agreement. The obligations of city hereunder shall survive the expiration or earlier termination of this Agreement. These indemnification obligations shall not apply to any claims, losses, damages, obligations, penalties or liabilities that may result or arise from the FOUNDATION's or THE FIRST TEE's malfeasance, negligence or breach of this Agreement.

## 11. DEFAULT AND TERMINATION:

11.1 Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(i) Any material default in the performance or observance of any term, agreement, covenant or condition of this Agreement that continues for sixty (60) days after notice thereof is given to the defaulting party, provided, however, if such default cannot be cured within sixty (60) days, no Event of Default shall be deemed to have occurred so long as the defaulting party has commenced and is diligently implementing a cure within said sixty (60) day period and pursues such cure to a timely conclusion.

(ii) Any materially false or misleading representation or warranty contained in or given in connection with this Agreement that continues uncorrected for thirty (30) days after notice thereof is given to the defaulting party;

(iii) The application by a party for, or consent to, the appointment of a receiver, trustee, liquidator or custodian (or similar official) of it or all or a substantial part of its assets; or if a party shall (a) be unable, or admit in writing its inability, to pay its debts as they mature, (b) make a general assignment for the benefit of creditors, (c) be adjudicated a bankrupt or insolvent, (d) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or make any arrangement with creditors or take advantage of any insolvency loss, or (e) file an answer admitting the material allegations of a petition filed against it in any bankruptcy, reorganization or insolvency proceeding; or if any action shall be taken with the purpose of effecting any of the foregoing items (a) through (e); or if an order, judgment or decree shall be entered in any court of competent jurisdiction approving a petition seeking reorganization or appointing a receiver, trustee, liquidator or custodian (or other similar official) of either party hereto, or its assets, and such order, judgment or decree shall continue unsatisfied for a period of thirty (30) consecutive days.

11.2 Remedies: Upon the occurrence of any Event of Default, the non-defaulting party may, but shall not be required to, terminate this Agreement upon thirty (30) days written notice and, in addition, may pursue all rights and remedies available at law or in equity, including, without limitation, specific performance. In the event of such termination, the non-defaulting party shall be released from all obligations and liabilities under this Agreement except for those obligations and liabilities that are intended to survive termination; provided that such termination shall have no effect upon the obligations and/or liabilities that accrued prior to termination.

11.3 Termination: Upon the termination of this Agreement as a result of any Event of Default by CITY (including, without limitation, failure to obtain or maintain the necessary approvals under this Agreement) or upon the expiration of the TERM of this Agreement, CITY shall no longer operate the FACILITY as a part of THE FIRST TEE PROGRAM. CITY may terminate this agreement at any time if this Agreement is terminated as a result of any Event of Default by CITY within the TERM, CITY shall promptly return any equipment, personal property or unused materials supplied to it by the THE FIRST TEE, either directly or through the FOUNDATION.

12. GENERAL PROVISIONS:

12.1 Notice: Any notice, demand, consent, authorization, request, approval or other communication that any party is required or may desire to give to or make upon any other party pursuant to this Agreement shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other parties or sent by facsimile transmission, hand delivery, express 24-hour guaranteed courier or delivery service or by registered or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or to such other place as any party may by notice to the other specify):

To the FOUNDATION: 3756 West 95<sup>th</sup> Street  
Leawood, Kansas 66206  
913.648.7177

To PARKS: 4800 Town Center Drive  
Leawood, Kansas 66211  
913.339.6700

Notices shall be deemed given when received, but, if delivery is not accepted, then notice shall be deemed given on the earlier of the date that delivery is refused or the third day after the same is deposited with the United States Postal Service.

12.2 Assignability: This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Third Party Beneficiaries: This Agreement shall be for the sole benefit of the parties hereto, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any provision hereof.

12.4 Amendments: This Agreement may not be amended or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. However, any consent, waiver, approval or authorization shall be effective if signed by the party granting or making such consent, waiver, approval or authorization

12.5 No Waiver: No consent to or waiver of any breach of any provision of this Agreement by any party hereto shall be construed as a consent to or waiver of any other breach of the same or any other provision hereof.

12.6 Approvals: Each party shall act promptly and reasonably in approving or disapproving any document, proposal, selection, etc. submitted to it for approval under this Agreement. Unless a different time period is otherwise specified herein, if the party receiving a request for approval does not either approve or disapprove the request within thirty (30) days, then the request shall be deemed approved. Unless otherwise specifically stated herein, all approvals required hereunder shall be in writing, unless subsequently ratified by written approval.

12.7 Governing Law/Persons Bound: This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12.8 No Agency, Partnership, Joint Venture or Employment Relationship: This Agreement shall not be construed as in any way establishing a partnership, joint venture, express or implied agency or employer-employee relationship between or among any of the parties hereto.

12.9 Section Headings: The section headings of this Agreement are for convenience and reference only and in no way modify, explain, enlarge or restrict any of the provisions hereof.

12.10 Entire Understanding: This Agreement and the documents referenced and/or incorporated herein contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representatives and understandings, if any, among the parties respecting such matters.

12.11 Counterparts: This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

12.12 Exhibits: All recitals and all attachments and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

12.13 Construction: Because each party hereto has contributed materially in the negotiation and drafting of this Agreement, the parties agree that it shall not be construed more strictly against any one party.

12.14 Severability: If any provision hereof is declared or held to be invalid or unenforceable, such declaration or holding shall not affect the remaining provisions hereof that shall remain in full force and effect, provided that such invalidity or unenforceability does not substantially deprive either party of the benefit of its respective bargain.

12.15: Survival: All continuing covenants or obligations herein shall survive the expiration or earlier termination of this Agreement.

12.16 Time of the Essence: Time is of the essence with respect to the parties performance of their respective obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JUNIOR GOLF FOUNDATION  
OF GREATER KANSAS CITY, INC.

By: *Robert W. Park*  
Printed Name: Robert W. Park  
Title: President

The CITY OF LEAWOOD, KANSAS.

By: *Peggy J. Dunn*  
Printed Name: Peggy J. Dunn  
Title: Mayor

Attest: *Martha Heizer*  
Martha Heizer, City Clerk

Approved as to Form:  
*Patricia A. Bennett*  
Patricia A. Bennett, City Attorney