RESOLUTION NO. 1676

The Leawood Governing Body has considered the request for approval of final plat, for Villas of Whitehorse, located at approximately 151st and Nall Avenue, Leawood, Johnson County, Kansas.

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

WHEREAS, Villas of Whitehorse appeared before the Plan Commission on March 12, 2002, and presented such requests for approval; and

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

WHEREAS, the plat consists of 39 units on 9.72 acres for a density of 0.25 acres per unit; and

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

1. The project is limited to 39 units on 9.72 acres for a density of 4.0 du/ac.
2. The applicant is responsible for a park impact fee in the amount of $300 per dwelling unit for a total of $11,700 prior to recording of the final plat.
3. The developer is responsible for a South Leawood Transportation impact fee in the amount of $1,150 per acre. The total amount to be paid at the time of approval of the final plat is $11,182.60.
4. The developer pay $200 / front foot along 151st Street for a total of $103,000 ($200 x 519.00) prior to recording of the final plat.
5. The development shall have the following setback:
    a. A minimum of a 22.5' front yard setback from all public rights-of-way.
    b. A minimum of a 10' street-side side yard.
    c. A minimum side yard of 15' between structures.
    d. A minimum rear yard of 20' between structures.
    e. A minimum of a 10' between a structure and any private drives.
6. Only Class A roofing material may be used on all properties.
7. The emergency access between Tract D (private drive) and Rosewood shall be a minimum of 20' in width, shall be an all weather surface, shall be capable of supporting 20 tons per axel, shall have a turnaround that can accommodate a fire truck, may not exceed a 10% grade at any point and must have a minimum overhead clearance unobstructed by foliage now or in the future of 13'-6" in height. Construction drawings of this access must be approved by the City of Leawood Fire Marshal prior to building permit.
8. No home may be further than 500' from an approved fire hydrant.
9. The monument sign must be placed in a location that will ensure that the vision of drivers will not be obstructed.
10. The monument sign shall be a maximum of 6' in height and 12' in width.
11. All landscaped common areas shall be irrigated.
12. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
13. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to construction of them.
14. A temporary cul-de-sac must be constructed at the west end of 151st Terrace. This cul-de-sac shall have a sufficient radius to allow a fire truck to turnaround. Construction plans regarding this temporary cul-de-sac must be approved by the Fire Marshal and the Public Works Department.

15. The applicant shall provide a detailed landscape plan to be approved by City staff, which includes a schedule of species, sizes, quantities, and spacing of landscaping materials to be used.
16. Sidewalks are required per street construction standards. Sidewalks shall be provided along both sides of the southern cul-de-sac.
17. Street trees must be installed (planted 40 feet apart on center) on both sides of all public streets.
18. All utilities must be placed underground.
19. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
20. All monument signs must be placed within a common area with a maintenance agreement providing that a homeowners association will be responsible for their maintenance.
21. A sign permit is required prior to the erection of any sign.
22. A digital copy of the recorded plat shall be submitted to the Planning staff.
23. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-three.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 1, 2002; and

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

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

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

Adopted by the Governing Body this 1st day of April, 2002.

Signed by the Mayor this 1st day of April, 2002.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

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

MEMORANDUM

Date: March 6, 2002

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

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

Re: Villas of Whitehorse
Case Number: 04-02

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

1) Sidewalks shall be shown on both sides of 150th Terr.
2) Sidewalks along Ash may be 4' in width.
3) Sidewalks shall be constructed by the street contractor.
4) Provide a minimum of ninety (90) degrees between the inflow and outflow of the storm sewer pipe. Storm sewer inflow pipes shall have a minimum separation of one (1) foot between the outside walls of the pipe.
5) Remove the public storm sewer easement within Tract A near the east end of Tract D.
6) The grading plans shall include grading the 151st St Right-of-Way to the future grade. The engineer may need to develop the future 151st St centerline grade and cross sections.
7) Remove all trees located within the 151st St Right-of-Way.
8) Provide an easement for the temporary cul-de-sac.
9) 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) and APWA Kansas City Section 5600 for storm sewers.
10) The site triangles for all entrances shall be revised to comply with the City of Leawood Development Ordinance, Section 4-6.3.

RESOLUTION NO. 1677

A RESOLUTION APPROVING AND AUTHORIZING THE CITY OF LEAWOOD ['CITY'] TO PARTICIPATE IN THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT [JAIBG] PROGRAM FROM JULY 1, 2002, THROUGH JUNE 30, 2003.

WHEREAS, JAIBG is a federally funded program that provides states and local governments with additional resources to respond to juvenile crime; and

WHEREAS, federal guidelines require the funds to be used to improve the juvenile justice system and administer accountability-based sanctions; and

WHEREAS, the majority of local funds have been targeted to Juvenile Intake and Assessment Center [JIAC] to support 24-hour booking; and

WHEREAS, Leawood has qualified for funds in the amount of $13,961, requiring the City of Leawood to match funds in the amount of $1,551.22.

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 agree to participate in the Juvenile Accountability Incentive Block Grant [JAIBG] Program from July 1, 2002, through June 30, 2003.

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

PASSED by the Governing Body this 1st day of April, 2002.

APPROVED by the Mayor this 1st day of April, 2002.

SEAL

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3jiac.doc

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT

ENDORSEMENT OF REGIONAL COALITION

The City of Leawood hereby agrees to participate in a regional coalition between Johnson County and eligible cities within Johnson County for the purpose of expending federal Juvenile Accountability Incentive Block Grant (JAIBG) funds for the period July 2002 – June 2003. In furtherance of said coalition, the City of Leawood appoints the Johnson County Children's Coordinating Council as the Regional Juvenile Crime Enforcement Coalition (JCEC), Johnson County Government as the fiscal agent for receiving the funds, and United Community Services of Johnson County as the administrative agent. The City of Leawood understands that it is eligible to receive $13,961 and as a condition of receiving said funding, the City of Leawood must commit $1,551.22 in matching funds, to be paid into the fund pool before January 31, 2003.

Approved this 1st day of April, 2002.

City Designee (Print) Peggy J. Dunn

Title Mayor

Signature Peggy J. Dunn

Please Return by April 17, 2002 to:
United Community Services of Johnson County
12351 W. 96th Terrace, Suite 200
Lenexa, KS 66215
(913) 438-4764

orig. mailed 4/4/02

UNITED COMMUNITY SERVICES OF JOHNSON COUNTY

Drug & Alcoholism Council of Johnson County
Johnson County Children's Coordinating Council

Det
Pls place
on 4/1/02
CITY COUNCIL
AGENDA
MAYOR
MK

BOARD OF DIRECTORS
Charlie Sunderland
President

David Arteberry
Jody Bradley
Steven F. Carman
Shirley Douglas
Stephen B. Horner
Trudy Jacobson
Oscar Johnson
Roger Kroh
Dennis McKee
Gary Nevius
Hon. Dean Newton
John Ramsey
Hon. Gerry Ray
Paul Rodriguez
Bill Shipley
Brant Tidwell
Joan Wells
Beverly Wittenborn

COUNCIL OF ADVISORS
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Robert Vancrum
David Watkins
Dr. Ron Wimmer

EXECUTIVE DIRECTOR
Karen Wulfkuhle

Memo To: The Honorable Peggy Dunn

From: Karen Wulfkuhle KW

Date: March 6, 2002

Re: FFY01 Juvenile Accountability Incentive Block Grant

The Kansas Juvenile Justice Authority (JJA) has announced the availability of Juvenile Accountability Incentive Block Grant (JAIBG) FFY 01 funds for the period July 1, 2002 – June 30, 2003. The JAIBG program is designed to promote greater accountability among juveniles who are involved in the juvenile justice system. This is the fourth year of funding. According to JJA, the City of Leawood qualifies for funds in the amount of $13,961. The city's required match is $1,551.22.

To pool the funds during this grant period each eligible jurisdiction must:

- Return the *Endorsement of Regional Coalition* (enclosed) to United Community Services no later than April 17, 2002.
- Contribute their grant match to the Johnson County Office of Financial Management, the grant fiscal agent, by January 31st, 2003. (An invoice will be sent in July.)

UCS, as the project manager, thanks you for your participation and continued support of the funding coalition.

✓**Cc:** Scott Lambers

enclosure

United Way's
Planning Partner in
Johnson County

12351 West 96th Terrace • Suite 200 • Lenexa, KS • 66215 • 913/438-4764 • Fax: 913/492-0197 • WWW.UCSJOCO.ORG

Juvenile Accountability Incentive Block Grant (JAIBG)
Johnson County Information Sheet

What is JAIBG? JAIBG is a federally funded program that provides states and local units of government with additional resources to respond to juvenile crime. The state's Juvenile Justice Authority (JJA) oversees the Kansas Grant. In FFY98 the combined block grant for allocation was $325, 991. In FFY99 the grant was $320,282. In FFY2000 it was $374,418. For FFY2001 (June 2002-July 2003) the amount is $388,890.

How do units of government participate? Grants are allocated to cities and counties according to a state-wide formula. To participate, the jurisdiction must agree to pool funds with other eligible jurisdictions within Johnson County and provide a 10% match. Jurisdictions may name a representative to serve on the grant review committee to make funding decisions.

What jurisdictions are eligible? Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, Shawnee, and Johnson County.

What programs have been funded? Federal guidelines require the funds to be used to improve the juvenile justice system and administer accountability-based sanctions. Locally the majority of funds have been targeted to Juvenile Intake and Assessment Center to support 24-hour booking. Other programs funded during FY2000 included Youth Community Service (Volunteer Center of Johnson County), Night Lights (Juvenile Court Services), Out-of-Home On-Site Intensive Counseling (KEYS), and Functional Family Therapy (Intensive Family Counseling).

How are funding decisions made? Johnson County Children's Coordinating Council, a project of United Community Services of Johnson County (UCS), is designated to make funding decisions. A grant review committee, comprised of representatives from the Children's Coordinating Council, Juvenile Crime Advisory Board, and jurisdictions set funding priorities, review applications, and make funding recommendations. Funding priorities are guided by the Johnson County Juvenile Justice Comprehensive Strategic Plan.

When are decisions made? Juvenile Justice Authority usually notifies communities in late January or early February about the next fiscal year awards. A proposal for how each county will expend funds is due to the state in late spring. To meet this time frame, the grant review committee will meet two to three times between late January and April. A report will be made to the Children's Coordinating Council in April. Jurisdictions will receive a report by the end of April.

Who coordinates the Johnson County grant? United Community Services serves as the administrative agent to work with the state, local jurisdictions, and grant recipients.

For additional information contact Marya Schott, Director of Community Initiatives, United Community Services, 12351 W. 96 Terrace, Ste. 200, Lenexa, Kansas 66215, 913-438-4764.

RESOLUTION NO. 1678

The Leawood Governing Body has considered the request for approval of a preliminary site plan for Plaza Pointe, located at the southwest corner of 135th Street and Roe Ave., Leawood, Johnson County, Kansas.

WHEREAS, Plaza Pointe, ['Applicant'] submitted a request for a preliminary site plan and a final site plan, for real property located at the southwest corner of 135th Street and Roe Ave.; and

WHEREAS, Plaza Pointe appeared before the Planning Commission on February 26, 2002, and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission pursuant to the Leawood Development Ordinance; and

WHEREAS, only the southeast quadrant of the development is being modified from its original design, and;

WHEREAS, the southeast quadrant of the development will contain four lots, and;

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

1. The southeast quadrant is limited to 36,500 sqft. of building area.
2. The applicant is responsible for installation of an additional lane on 135th Street as well as any other improvement deemed necessary by Public Works, and the traffic study.
3. The applicant is responsible for a Park Impact fee in the amount of $.10/square foot of finished floor area prior to the issuance of a building permit.
4. Each lot of the development is required to pay a Public Art fee in the amount of $.10/ square foot of finished floor area or have a piece of public art approved by the Arts Council and the Planning Commission prior to building permit.
5. The applicant is responsible for K-150 impact fee in the amount of $.40/square foot (office) and $1.34/square foot (retail) of finished floor area prior to the issuance of a building permit.
6. The trash enclosure shall be constructed of a material similar to each building and shall be attached to the exterior of the building. All trash enclosure gates shall be sight obscuring, decorative steel.
7. 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.
8. The applicant must obtain all approvals and permits from the Public Works Department prior to a building permit being issued.
9. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe, and prior to final occupancy of any building within the Plaza Pointe development.
10. A cross lot parking agreement shall be recorded to include the additional lot created within the southeast quadrant.

11. All changes or enhancements to the preliminary plan shall be the subject of notice, public hearing and protest, and must be approved by the Governing Body which may consider the revised preliminary plan as if it were an entirely new plan, utilizing in its consideration whatever factors the law permits.
12. A three-foot berm or three foot tall landscaping is required around the perimeter of the parking lot adjacent to Roe Ave. and 137th Street.
13. 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.
14. 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.
15. Outlots and individual tenants will not be allowed monument signs per the 135th Street Guidelines.
16. Directional markers are not to exceed 4 feet in height and will be a maximum of 16 square feet.
17. 300 square feet of landscaping shall be provided around signature markers.
18. 150 square feet of landscaping shall be provided around directional signage.
19. The number of parking spaces provided will be reviewed as each lot is finalized.
20. Crosswalks shall be identified by a material different than the pavement.
21. All public sidewalks shall be six feet in width.
22. Street furniture (benches) shall be provided at intervals of every 500 feet along the public sidewalks as well as in plaza/pedestrian areas.
23. A revised landscape plan signed and sealed by a Landscape Architect registered in Kansas must be submitted prior to final plan approval of any building within the development.
24. All shade trees must be at least 2½ inch caliper and all evergreens shall be 8 feet tall when planted.
25. All shrubs shall be at a minimum five-gallon when planted.
26. All sodded areas shall be shown on the landscape plan.
27. Benches or sitting areas shall be provided in the plaza area located between lot 7 and lot 8. This plaza area shall be paved with pavers.
28. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-eight.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 1, 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 1st day of April, 2002.

Signed by the Mayor this 1st day of April, 2002.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1679

The Leawood Governing Body has considered the request for approval of a preliminary site plan for Carpet Corner, Plaza Pointe Lot 8, located at the southwest corner of 135th Street and Roe Ave., Leawood, Johnson County, Kansas.

WHEREAS, Carpet Corner, Plaza Pointe Lot 8, ['Applicant'] submitted a request for a preliminary site plan, for real property located at the southwest corner of 135th Street and Roe Ave.; and

WHEREAS, Plaza Pointe appeared before the Planning Commission on February 26 and March 12, 2002 and presented such requests for approval; and

WHEREAS, a public hearing was held before the Planning Commission on February 26, pursuant to the Leawood Development Ordinance; and

WHEREAS, the building is limited to 7,904 square feet on 0.98 acres for an F.A.R. of 0.18. and;

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

1. The building is limited to 7,904 square feet on 0.98 acres for an F.A.R. of 0.18.
2. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 7,904 = $790.40) of finished floor area prior to the issuance of a building permit.
3. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 7,904 = $790.40) prior to issuance of a building permit.
4. The applicant is responsible for the K-150 impact fee in the amount $0.40/ square foot of finished floor area ($0.40 x 7,904 = $3161.60) prior to the issuance of a building permit.
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. All power lines, utility lines, etc. are required to be underground and must be done at the time of widening 135th Street and Roe Ave., and prior to final occupancy of any building within the project.
7. A revised landscape plan identifying the Plaza Pointe landscaping as well as the revised landscaping for this project shall be provided at final. Additional landscaping must be provided throughout the development. The final plan must be signed and sealed by a Landscape Architect licensed in Kansas.
8. Exterior ground-mounted or building-mounted equipment including, but not limited to, mechanical equipment, utilities and meter banks, shall be screened from public view with landscaping or with an architectural treatment compatible with the building structure.
9. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. For purposes of this subsection, the phrase "screened from public view," means not visible at eye level from an adjoining property line or any street right-of-way.
10. The applicant must meet all requirements of the 135th Street Corridor Design Guidelines.
11. The pergola provided at the south side of the building shall not encroach the south property line of lot 8.
12. The list of items to be completed by the developer must be completed prior to final occupancy.

13. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
14. This preliminary plan approval shall lapse in five years, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
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, April 1, 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 1st day of April, 2002.

Signed by the Mayor this 1st day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

Approved as to form:

Patricia A. Bennett, City Attorney

City of Leawood

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

MEMORANDUM

Date: March 6, 2002

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

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

Re: Carpet Corner – Plaza Pointe
Case Number: 65-01

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

1) All plan sheets shall be stamped with the licensee's seal pursuant to the Rules and Regulations of the Kansas State Board of Technical Professions.
2) Parking lot does not meet the required structural number. Revise parking lot thickness and supply calculations indicating the structural number.
3) Roof drains and downspouts shall connect to storm sewer structures (inlets, manholes, junction boxes). Show the roof drain connections to the storm sewer structures.
4) Construct ADA ramps on the sidewalks along the Private Drive entrance
5) Provide top of curb elevations. Provide pavement elevations near the ADA stalls to ensure maximum 2% slope in this location.
6) Indicate (with shading) all existing structures and all future improvements. It is too difficult to see connection locations to existing sidewalks, parking lots and drives.
7) Rearrange overlapping text.
8) Provide a site drainage map.
9) Provide site dimensions on the radius and island widths. The drive on the west side of the property does not parallel the lot line, provide dimensioning.

10) 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).

11) Prior to issuance of a building permit, submit a copy of Temporary Easements required to construct this project.

12) Prior to issuance of a building permit, provide an erosion control plan with details.

13) Developments on or between 133rd Street to 137th Street shall have all utilities relocated underground. This includes private property and in the Right-of-Way between the curb and property line per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

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

Copy: Project File
PW Book

RESOLUTION NO. 1680

The Leawood Governing Body has considered the request for approval of preliminary site plan and preliminary plat, for Reserve at St. Michael's, located at approximately 141st and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Reserve at St. Michael's, ['Applicant'] submitted a request for a preliminary site plan, preliminary plat, and rezoning from RP-1, Planned Single Family Residential, to RP-4, Planned Cluster Residential, for real property located at approximately 141st and Nall Avenue; and

WHEREAS, Reserve at St. Michael's appeared before the Planning Commission on March 12, 2002, and presented such requests for approval; and

WHEREAS, the plat consists of 23 lots on 9.36 acres for a density of 2.46 dwelling units per acre; and

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

1. The project is limited to 23 single-family residential lots on 9.36 acres for a density of 2.46 dwelling units per acre.
2. The applicant is responsible for a Park Impact fee in the amount of $300/Unit ($300 x 23 = $6900) prior to the recording of a final plat.
3. The developer shall be responsible for South Leawood Transportation Impact Fee ($625 x 0.75 x 9.36 = $4,387).
4. The developer shall be responsible for a fee in the amount of $200/front foot ($200 x 459 = $91,800) for Nall Ave.
5. All lots shall have a front setback of 30', sideyard setback of 15' between buildings and 7.5' from the property line and a rear yard setback of 20'.
6. Street trees shall be planted at a rate of one tree per 40 linear feet.
7. All utilities shall be placed underground.
8. All common areas shall be platted as tracts with the appropriate description provided on the plat and in the platting text.
9. At the time of final approval, additional information shall be provided for the proposed monument signage, lighting and island in the cul-de-sac.
10. The applicant shall provide a letter from the Archdiocese stating that they are responsible for maintaining "Tract B" prior to final plat application.
11. All landscaped common areas shall be irrigated.
12. A more detailed landscape plan must be submitted with final documents.
13. A tree inventory indicating 6 inch caliper trees and larger shall be provided at final site plan.
14. The applicant shall provide a statement from the City of Overland Park stating that they are permitted to have a full turn access from Nall Avenue.
15. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
16. This preliminary plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a

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

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

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 1, 2002; and

WHEREAS, after considering the Planning Commission's recommendation and reviewing applicable laws, the Governing Body, approved the recommendation for a preliminary site plan and preliminary plat leaving the current zoning of RP-1 in place revising stipulation #5 of the Planning Commissions approval to read as follows:

1. All lots shall have a minimum 9,600 square feet and a front setback of 30' as allowed by deviations of the RP-1 zoning district.

WHEREAS, the Governing Body directed the applicant to make application to the Board of Zoning Appeals if they wanted to seek relief for side yard setbacks; and

WHEREAS, if the Board of Zoning Appeals did not approve the side yard setback variances, the Council would schedule the matter at the earliest convenient opportunity for the Council to review the plan again and consider alternatives, including the possibility of granting RP-4 zoning; and

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat, leaving the current zoning of RP-1, Planned Single Family Residential in place.

Adopted by the Governing Body this 1st day of April, 2002.

Signed by the Mayor this 1st day of April, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

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

Date: March 6, 2002

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

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

Re: Reserve at St. Michael
Case Number: 07-02

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

1) Traffic Impact Analysis:
   a) The study indicated that the intersection of Nall Ave and the cul-de-sac would have an island along Nall Ave, which will create a right-in right-out intersection. The City of Overland Park has stated that they will not provide a full-access intersection or a southbound left turn into this cul-de-sac due to it's close proximity to the full access intersection being provided to the church.
2) Storm Drainage Study:
   a) The developer shall grade the site to drain to the detention pond. The City will not allow the subdivision flow to by-pass the detention pond.
3) The flood limits, as developed by CDW for Johnson County, shall be shown on the plat.
4) Show the location of the storm sewers.
5) The minimum width of the road in the location of the island shall be twenty-three (23) feet back to back.
6) Sidewalks shall be shown on both sides of the road due to the size of the island.
7) Sidewalk ramps are shown leading to the island, but there aren't any sidewalks or ramps in the island. Remove the ramps or provide the sidewalks in the island. If there are sidewalks in the island, these shall be constructed by the street contractor.

8) Sidewalks along Tract A and within a Sidewalk Easement shall be constructed by the street contractor.

9) Provide twenty-five (25) foot radius at the intersection with Nall Ave.

10) The grading plans shall include grading the Nall Ave Right-of-Way to the future grade.

11) The grading plan indicates a swale being constructed in the middle of the Lot 3 through Lot 7. The lots need to be graded to drain to an engineered swale at the rear property line or drain towards the street.

12) Remove all trees located within the Nall Ave Right-of-Way.

13) 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).

14) The site triangles for all entrances shall be revised to comply with the City of Leawood Development Ordinance, Section 4-6.3.

15) 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.

16) 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.

17) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

18) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book

RESOLUTION NO. 1681

RESOLUTION AUTHORIZING THE IMPROVEMENT OF A CERTAIN SECTION OF ROE AVENUE, A MAIN TRAFFICWAY, BETWEEN 124TH STREET AND 135TH STREET WITHIN THE CITY OF LEAWOOD; PROVIDING FOR ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS OF THE CITY TO PAY THE COSTS THEREOF PURSUANT TO K.S.A.§ 12-689 AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND IMPROVING CERTAIN RELATED MATTERS AND ACTIONS

WHEREAS, the City of Leawood, Kansas has previously by Section 14-206 of the "Code of the City of Leawood, Kansas", designated that portion of Roe Avenue which is located within this City as a main trafficway pursuant to the provisions of K.S.A. § 12-685; and

WHEREAS, K.S.A. §12-687 provides that the Governing Body of any city shall have power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. § 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. § 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. § 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded by, among other alternatives, the issuance of general obligation improvement 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; and

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove that section of Roe Avenue between 124th Street and 135th Street within the City of Leawood, as provided by and under the authority of K.S.A. § 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. §12-689.

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

SECTION ONE: It is hereby deemed and declared to be necessary to improve and reimprove that section of Roe Avenue between 124th Street and 135th Street within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be undertaken under the authority of K.S.A. §12-687.

SECTION TWO: The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, acquisition of right-of-way and easements, and contingencies, is $7,691,865 and shall be chargeable to the City at large to be paid by the issuance of general obligation improvement bonds of the City of Leawood under the authority of K.S.A. §12-689.

SECTION THREE: That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $7,691,865.

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

This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 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 the 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 amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.150-2, 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 restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

SECTION EIGHT: This Resolution shall take effect and be of force from and after its passage.

ADOPTED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1682

RESOLUTION AUTHORIZING THE IMPROVEMENT OF A CERTAIN SECTION OF NALL AVENUE, A MAIN TRAFFICWAY, BETWEEN 135TH STREET AND 143RD STREET WITHIN THE CITY OF LEAWOOD; PROVIDING FOR ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS OF THE CITY TO PAY THE COSTS THEREOF PURSUANT TO K.S.A. 12-689 AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND IMPROVING CERTAIN RELATED MATTERS AND ACTIONS

WHEREAS, the City of Leawood, Kansas has previously by Section 14-206 of the "Code of the City of Leawood, Kansas", designated that portion of Nall Avenue which is located within this City as a main trafficway pursuant to the provisions of K.S.A. 12-685; and

WHEREAS, K.S.A. §12-687 provides that the Governing Body of any city shall have power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. §12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. §12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. § 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded by, among other alternatives, the issuance of general obligation improvement 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; and

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove that section of Nall Avenue between 135th Street and 143rd Street within the City of Leawood, as provided by and under the authority of K.S.A. § 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. § 12-689.

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

SECTION ONE: It is hereby deemed and declared to be necessary to improve and reimprove that section of Nall Avenue between 135th Street and 143rd Street within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be undertaken under the authority of K.S.A. 12-687.

SECTION TWO: The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, acquisition of right-of-way and easements, and contingencies, is $3,884,095 and shall be chargeable to the City at large to be paid by the issuance of general obligation improvement bonds of the City of Leawood under the authority of K.S.A. 12-689.

SECTION THREE: That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $3,884,095.

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

This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 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 the 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 amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.150-2, 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 restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

SECTION EIGHT: This Resolution shall take effect and be of force from and after its passage.

ADOPTED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1683

RESOLUTION AUTHORIZING THE IMPROVEMENT OF A CERTAIN SECTION OF STATE LINE ROAD, A MAIN TRAFFICWAY, AT THE INTERSECTION OF 92ND STREET WITHIN THE CITY OF LEAWOOD; PROVIDING FOR ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS OF THE CITY TO PAY THE COSTS THEREOF PURSUANT TO K.S.A.§ 12-689 AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND IMPROVING CERTAIN RELATED MATTERS AND ACTIONS

WHEREAS, the City of Leawood, Kansas has previously by Section 14-206 of the "Code of the City of Leawood, Kansas", designated that portion of State Line Road which is located within this City as a main trafficway pursuant to the provisions of K.S.A. § 12-685; and

WHEREAS, K.S.A. §12-687 provides that the Governing Body of any city shall have power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. § 12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. §12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. § 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded by, among other alternatives, the issuance of general obligation improvement 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; and

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove that section of State Line Road at the intersection of 92nd Street within the City of Leawood, as provided by and under the authority of K.S.A. 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. 12-689.

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

SECTION ONE: It is hereby deemed and declared to be necessary to improve and reimprove that section of State Line Road at the intersection of 92nd Street within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be undertaken under the authority of K.S.A. §12-687.

SECTION TWO: The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, acquisition of right-of-way and easements, and contingencies, is $240,081 and shall be chargeable to the City at large to be paid by the issuance of general obligation improvement bonds of the City of Leawood under the authority of K.S.A. § 12-689.

SECTION THREE: That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $240,081.

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

This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 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 the 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 amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.150-2, 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 restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

SECTION EIGHT: This Resolution shall take effect and be of force from and after its passage.

ADOPTED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1684

RESOLUTION AUTHORIZING THE IMPROVEMENT OF A CERTAIN SECTION OF 143RD STREET, A MAIN TRAFFICWAY, BETWEEN MISSION ROAD AND NALL AVENUE WITHIN THE CITY OF LEAWOOD; PROVIDING FOR ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS OF THE CITY TO PAY THE COSTS THEREOF PURSUANT TO K.S.A. § 12-689 AND FOR THE ISSUANCE OF TEMPORARY NOTES OF THE CITY PENDING THE ISSUANCE OF SAID BONDS; AND EXPRESSING THE INTENT TO REIMBURSE COSTS OF THE PROJECT SO INCURRED FROM PROCEEDS OF GENERAL OBLIGATION BONDS; AND AUTHORIZING AND IMPROVING CERTAIN RELATED MATTERS AND ACTIONS

WHEREAS, the City of Leawood, Kansas has previously by Section 14-206 of the "Code of the City of Leawood, Kansas", designated that portion of 143rd Street which is located within this City as a main trafficway pursuant to the provisions of K.S.A. §12-685; and

WHEREAS, K.S.A. §12-687 provides that the Governing Body of any city shall have power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. §12-685 et seq., and such improvement or reimprovement may include grading, regrading, curbing, recurbing, guttering, reguttering, paving, repaving, macadamizing, remacadamizing, constructing, reconstructing, opening, widening, extending, rounding corners, straightening, relocating, construction or reconstruction of any necessary bridges and approaches thereto, viaducts, overpasses, underpasses, culverts, storm drainage, trafficway illumination, traffic control devices, pedestrian ways, bicycle ways, or other improvements or any two or more of such improvements or reimprovements and the acquisition of right-of-way by purchase or condemnation when necessary for any of such purposes; and

WHEREAS, K.S.A. §12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. § 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the City at large and may be funded by, among other alternatives, the issuance of general obligation improvement 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; and

WHEREAS, said Governing Body finds and determines that it is necessary to improve and reimprove that section of 143rd Street between Mission Road and Nall Avenue within the City of Leawood, as provided by and under the authority of K.S.A. § 12-687, and to provide for the payment of the costs thereof as provided by and under the authority of K.S.A. §12-689.

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

SECTION ONE: It is hereby deemed and declared to be necessary to improve and reimprove that section of 143rd Street between Mission Road and Nall Avenue within the City of Leawood, and it is hereby authorized, ordered, and directed that said main trafficway improvements be undertaken under the authority of K.S.A. § 12-687.

SECTION TWO: The total estimated cost of the above described main trafficway improvements or reimprovements, including construction, engineering fees, acquisition of right-of-way and easements, and contingencies, is $160,000.00 and shall be chargeable to the City at large to be paid by the issuance of general obligation improvement bonds of the City of Leawood under the authority of K.S.A. §12-689.

SECTION THREE: That the costs incurred in connection with the Project shall be paid for from the proceeds of temporary notes to be issued from time to time as said costs are so incurred, and the Project shall be permanently financed with the proceeds of the sale of general obligation improvement bonds of the City in an amount not to exceed $160,000.00.

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

This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 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 the 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 amount of proceeds of the notes or the bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the Project. Each allocation

shall be evidenced by an entry on the official books and records of the City maintained for the notes or the bonds, shall specifically identify the actual reimbursement of a fund or account in accordance with Section 1.103-18, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the notes or the bonds from any restriction under the ordinance or other documents authorizing the issuance of such notes or the bonds, and under any applicable state statute, which would apply to the unspent proceeds of the notes or the bonds.

SECTION EIGHT: This Resolution shall take effect and be of force from and after its passage.

ADOPTED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1685

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 110 (Roe Avenue-124th Street to 135th Street), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OF ROE AVENUE BETWEEN 124TH STREET AND 135TH STREET IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1681, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> **Improve and reimprove Roe Avenue between 124th Street and 135th Street(the "Project") at an estimated cost of $7,691,865.00; 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 $700,000; 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. 1948, (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 110 (Roe Avenue-125th Street to 135th Street), in the aggregate principal amount of Seven Hundred Thousand Dollars ($700,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 7 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per

annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 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 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

K:\Clerks\Temp Notes\305012002110.doc

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 110
(Roe Avenue-124th Street to 135th Street)

Form of Note CUSIP NO. _____

May 1, 2002 $100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002 , by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $700,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of Roe Avenue between 124th Street and 135th 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 an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of May, 2002.

[SEAL]

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

ATTEST:

_____
Martha Heizer, City Clerk
City of Leawood, Kansas

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

_____
Martha Heizer, City Clerk

CERTIFICATE OF CITY CLERK

STATE OF KANSAS]
] *ss.*
COUNTY OF JOHNSON]

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

WITNESS my hand and official seal this _____ day of _____, 2002.

_____
Martha Heizer, City Clerk

STATE TREASURER'S CERTIFICATE

STATE OF KANSAS]
] *ss.*
COUNTY OF _____]

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. 1686

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 139 [NALL AVENUE-135TH STREET TO 143RD STREET], OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT OF NALL AVENUE BETWEEN 135TH STREET AND 143RD 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 Nall Avenue between 135th and 143rd Street (the "Project") at an estimated cost of $3,844,095.00; 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. 1948, (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-135th Street to 143rd Street), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of a single bearer note in the denomination of $100,000. Said issue of Notes shall be dated May 1, 2002, shall mature by its stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement

bonds of the City issued in lieu thereof to provide permanent financing of the Project. Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole, at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 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 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 139
(Nall Avenue-135th Street to 143rd Street)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002 , by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of Nall Avenue between 135th Street and 143rd 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 an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of May, 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 _____]

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. 1687

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 $1,700,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW PUBLIC WORKS MAINTENANCE FACILITY 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 maintenance facility on certain real property owned by the City and located in the vicinity of 143rd Street and Overbrook Road within the City**

(the "Project") at an estimated cost of $5,906,562; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 156 (Public Works Complex), dated August 15, 2001, in the principal amount of $600,000 (the "Prior Notes") to provide funds to pay the costs of the Project heretofore incurred by the City; and

WHEREAS, said Prior Notes become due and payable in the immediate future but all aspects of the Project will not be completed at the date of maturity thereof, and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $1,100,000; 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 costs of the Project as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1948, (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 One Million Seven Hundred Thousand Dollars ($1,700,000) (the "Notes"). The amount of the

Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of a bearer notes numbered 1 through 17, inclusive, each in the denomination of $100,000. Said Notes shall be dated May 1, 2002, shall mature by its stated terms and become due and payable on February 1, 2003. The Notes shall bear interest from its dated date, payable at maturity or upon redemption prior thereto as herein provided, at a rate of interest of 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (in denominations of $100,000) at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

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

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

SECTION FOUR: Form of Note. The Notes shall be in substantially the form attached hereto as Exhibit A, shall be signed by the Mayor and attested by the City Clerk of the City and shall have the seal of said City affixed thereto.

SECTION 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 $100,000 of such proceeds shall be used to redeem and retire the Prior Notes, and the balance shall be deposited in a special fund established in the treasury of the City for the purpose of paying the costs and expenses of the Project.

SECTION 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 the Notes at the time outstanding shall have the right for the equal benefit and protection of all owners of Notes similarly situated:

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

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

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

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

SECTION 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 156
(PUBLIC WORKS COMPLEX)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one note of an issue of notes in the aggregate principal amount of $1,700,000 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 maintenance facility in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-1736, *et seq.*, and all acts amendatory thereto.

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

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

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. 1688

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 157 [STATE LINE ROAD-92ND STREET SIGNALIZATION], OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF STATE LINE ROAD AT THE INTERSECTION OF 92ND STREET IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1683, 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 State Line Road at the intersection of 92nd Street (the "Project") at an estimated cost of $240,081; 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. 1948, (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 157 (State Line Road-92nd Street Signalization), in the aggregate principal amount of One Hundred Thousand Dollars ($100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of a single bearer note in the denomination of $100,000. Said issue of Notes shall be dated May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be

redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.
Both principal of and interest on said Notes shall be payable in lawful money of the United States of America by check or draft at the office of the City Treasurer of the City upon presentation and surrender of said Notes.

The City reserves the right to redeem and pay said Notes, in whole at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 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 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.

ADOPTED by the Governing Body the 15th day of April , 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

K:\Clerks\Temp Notes\305012002157.doc

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 157
(State Line Road-92nd Street Signalization)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002 , by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of State Line Road at the intersection of 92nd 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 an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of May, 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 _____]

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. 1689

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 159 (119th Street and Mission Road Intersection), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $300,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF THE INTERSECTION OF 119TH STREET AND MISSION ROAD IN THE CITY OF LEAWOOD, 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 119th Street and Mission Road in the vicinity of the intersection thereof within the City**

(the "Project") at an estimated cost of $5,029,204; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 159 (119th Street and Mission Road Intersection), dated August 15, 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 the City expects to incur additional costs payable in the next six months 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 as the same become due and payable, and the Governing Body of the City has by Ordinance No. 1948, (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 (119th Street and Mission Road Intersection), 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 cost 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 May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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. The sum of $200,000 of such proceeds should be used to redeem and retire the Prior Notes and the balance should be deposited in a special fund established in the treasury of the City for the purpose of paying the costs and expenses of the Project.

SECTION 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 159
(119th Street and Mission Road Intersection)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $300,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of sections of 119th Street in the vicinity of the intersection thereof with Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

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

IN WITNESS WHEREOF, the City of Leawood, Kansas, by its governing body, has caused this note to be dated an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of May, 2002.

Peggy J. Dunn

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 _____]

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. 1690

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 167 (151st Street - Nall Avenue to Mission Road), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $900,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF IMPROVEMENT AND REIMPROVEMENT OF 151ST STREET BETWEEN NALL AVENUE AND MISSION ROAD IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-685, et seq., as amended, and Resolution No. 1506, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

Improvement and reimprovement of a certain section of 151st Street between Nall Avenue and Mission Road within the City

(the "Project") at an estimated cost of $733,000; and

WHEREAS, the Governing Body subsequently found and determined the estimated cost of the Project to be $800,000, and the Governing Body now finds and determines that the cost of the Project is estimated to be $1,028,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 167 (151st Street - Nall Avenue to Mission Road), dated August 15, 2001, in the principal amount of $800,000 (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 experts to incur additional costs payable in the next six months 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 the Governing Body of the City has by Ordinance No. 1948, (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 167 (151st Street - Nall Avenue 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 May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 99.90 % 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. Proceeds in the amount of $800,000 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

K:\Clerks\Temp Notes\305012002167.doc

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 167
(151st Street - Nall Avenue to Mission Road)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $900,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvement and reimprovement of a certain section of 151st Street between Nall Avenue and Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-685, *et seq.*, and all acts amendatory thereto.

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

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

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. 1691

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 174 (135th Street and Roe Avenue), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $900,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF IMPROVEMENTS TO ROE AVENUE AT THE INTERSECTION THEREOF WITH 135TH STREET SOUTH TO 137TH STREET IN THE CITY OF LEAWOOD, KANSAS

WHEREAS, pursuant to K.S.A. 12-6a01, et seq., as amended, and Resolution No. 1553 as amended by Resolution No. 1614, the Governing Body of the City of Leawood, Kansas (the "City") has heretofore authorized the following described improvement project within the City, to wit:

> **Construction of a right-turn lane on 135th Street from approximately 1320 feet West of Roe Avenue to Roe Avenue, constructed to standards as defined by the City of Leawood, Kansas; the construction of Roe Avenue from 135th Street south to 137th Street on the West side, including curb and gutter, pavement, storm drainage, sidewalks and street lights as required pursuant to the final plans as approved by the City of Leawood; the construction of plaza and landscaped areas near the intersections of 137th Street and Roe Avenue and 135th Street and Roe Avenue; and all utility relocations as may be required for the construction of the above-described improvements.**

(the "Project") at an estimated cost of $1,350,098; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 174 (135th Street and Roe Avenue), dated August 15, 2001, in the principal amount of $1,000,000 (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. 1948, (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 174 (135th Street and Roe Avenue), in the aggregate principal amount of Nine Hundred Thousand Dollars ($900,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION 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 May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not payable first from special assessments, there shall be levied and assessed 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 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 174
(135th Street and Roe Avenue)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $900,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of improvements to Roe Avenue at the intersection of 135th Street south to 137th Street in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

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

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

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. 1692

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 178 (133rd Street-State Line Road to Mission Road), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $2,100,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD STREET FROM STATE LINE ROAD TO MISSION ROAD IN THE CITY OF LEAWOOD, 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 133rd Street from the intersection of said street with State Line Road to the intersection of said Street with Mission Road**

(the "Project") at an estimated cost of $3,249,000; and

WHEREAS, the Project has been commenced and the City has heretofore issued its Temporary Notes, Project 178 (133rd Street-State Line Road to Mission Road), dated August 15, 2001, in the principal amount of $1,000,000 (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 $1,100,000; 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. 1948, (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 (133rd Street-State Line Road to Mission Road), in the aggregate principal amount of Two Million One Hundred Thousand Dollars

($2,100,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated cost of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 21 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum (computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.

In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 $1,000,000 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

K:\Clerks\Temp Notes\305012002178.doc

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 178
(133rd Street-State Line Road to Mission Road)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $2,100,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of 133rd Street from State Line Road to Mission Road in the City of Leawood; and this note is issued by authority of and in compliance and conformity with the provisions, restrictions and limitations of the ordinances of said City and of the Constitution and laws of the State of Kansas, and particularly K.S.A. 10-123 and K.S.A. 12-6a01, *et seq.*, and all acts amendatory thereto.

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

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

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. 1693

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND DELIVERY OF TEMPORARY NOTES, PROJECT 179 (133rd Street-Mission Road to Roe Avenue), OF THE CITY OF LEAWOOD, KANSAS, IN THE PRINCIPAL AMOUNT OF $800,000 TO PROVIDE TEMPORARY FINANCING OF THE COST OF CONSTRUCTION OF 133RD 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 133rd Street from the intersection of said street with Mission Road to the intersection of said street with Roe Avenue**

(the "Project") at an estimated cost of $1,229,300; and

WHEREAS, the Project has commenced and the City has incurred or expects to incur additional costs payable within the next six months in the amount of $800,000; 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. 1948, (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 179 (133rd Street-Mission Road to Roe Avenue), in the aggregate principal amount of Eight Hundred Thousand Dollars ($800,000) (the "Notes"). The amount of the Notes together with other temporary notes heretofore issued to finance the Project which remain outstanding does not exceed the total estimated costs of said Project.

SECTION TWO: Terms of the Notes. Said issue of Notes shall consist of bearer notes numbered 1 through 8 inclusive, each in the denomination of $100,000. Each of said Notes shall be dated May 1, 2002, shall mature by their stated terms and become due and payable on February 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 1.80 % per annum

(computed on the basis of actual days elapsed and a 360-day year composed of twelve 30-day months). The Notes shall be subject to redemption at the option of the City upon notice as hereinafter provided and shall be redeemed and cancelled contemporaneously with the issuance of general obligation improvement bonds of the City issued in lieu thereof to provide permanent financing of the Project.

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

The City reserves the right to redeem and pay said Notes, in whole or in part (and if in part in denominations of $100,000 selected by the City in its sole discretion), at any time on or after August 1, 2002, at a redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the redemption date, without premium.
In the event the City elects to redeem any of such Notes as aforesaid, the City shall give notice thereof in writing by first class mail to the original purchaser of the Notes and to any known holder of the Notes or by the publication of such notice at least one time in a newspaper published or of general circulation in the metropolitan Kansas City area, such publication of such notice or mailing of written notification of redemption to the original purchaser and any known holder to be at least ten days prior to the redemption date fixed in such notice. Notice of such redemption having been given as aforesaid, interest shall cease to accrue on said Notes from and after the redemption date.

SECTION 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 special assessments on property benefited by the Project, and to the extent said special assessments shall not be so collected and to the extent of the balance of the principal of and interest on said Notes not payable first from special assessments, there shall be levied and collected a tax upon all taxable tangible property within the territorial limits of the City in an amount sufficient to pay the principal of and interest on said Notes as the same become due and payable.

SECTION 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 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.

ADOPTED by the Governing Body the 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF LEAWOOD
TEMPORARY NOTES
PROJECT 179
(133rd Street-Mission Road to Roe Avenue)

Form of Note

CUSIP NO. _____

May 1, 2002

$100,000.00

Know All Men By These Presents:

That the City of Leawood, in the County of Johnson, State of Kansas, for value received, hereby acknowledges itself to be indebted and promises to pay to the bearer the sum of One Hundred Thousand Dollars ($100,000) in lawful money of the United States of America, on the 1st day of February, 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 August 1, 2002, by written notice to known holder or the publication of notice and payment of said note, the publication of such notice or written notification of redemption to the known holder to be at least ten days prior to the redemption date fixed in such notice, and may redeem this note on the date of such call at a redemption price equal to the principal amount then outstanding and unpaid plus interest accrued to the date of such call without premium. Interest shall cease to accrue on this note from and after the date fixed in such notice for such redemption.

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

This note is one of a series of notes in the aggregate principal amount of $800,000 issued by the City of Leawood, Kansas, for the purpose of providing temporary financing of the cost of construction of 133rd 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 an signed by its Mayor, attested by its City Clerk, and its corporate seal to be affixed hereto as of the 1st day of May, 2002.

Peggy J. Dunn

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 _____]

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. 1694

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE 2003-2008 CAPITAL IMPROVEMENT PROGRAM [C.I.P.] FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, the City of Leawood, Kansas desires to conduct a Public Hearing to consider the 2003-2008 Capital Improvement Program [C.I.P.] for the City of Leawood, Kansas; and

WHEREAS, the City directs a public hearing to be held on Monday, May 6, 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, May 6, 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 2003-2008 Capital Improvement Program [C.I.P.].

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

PASSED by the Governing Body this 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2003-2008 CAPITAL IMPROVEMENT PROGRAM [C.I.P.] 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, May 6, 2002, to consider the proposed 2003-2008 Capital Improvement Program [C.I.P.] 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 2003-2008 Capital Improvement Program [C.I.P.] will be heard at said timey.

MARTHA HEIZER
CITY CLERK

(25594) NO. 6

First Published in the Johnson County Sun, Friday April 19, 2002.

NOTICE OF PUBLIC HEARING

CE OF PUBLIC NG TO CONSIDER PROPOSED 2003-2008 CAPITAL IMPROVEMENT PROGRAM [C.I.P.] 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, May 6, 2002, to consider the proposed 2003-2008 Capital Improvement Program [C.I.P.] 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 2003-2008 Capital Improvement Program [C.I.P.] will be heard at said time.

MARTHA HEIZER
CITY CLERK
(25594 1F-JC)

AFFIDAVIT OF PUBLICATION

TATE OF KANSAS, JOHNSON COUNTY,ss, Georgiann Thacker being first duly orn, deposes and says: that she is legal publication manager of THE JOHNSON OUNTY SUN, a semi-weekly newspaper printed in the State of Kansas, and pubhed in and of general paid circulation in JOHNSON COUNTY, Kansas, and that id newspaper is not a trade, religious or fraternal publication.

id newspaper is a semi-weekly published at least 50 times a year; has been so pubhed continuously and uninterruptedly in said county and state for a period of more an five years prior to the first publication of said notice; and has been admitted at e post office of SHAWNEE MISSION, KANSAS in said County as a second class atter.

at the attached notice is a true copy thereof and was published in the regular and tire issue of said newspaper for One consecutive Day (weeks)/days), e first publication thereof being made as aforesaid on the 19th day of April, 2002, with subsequent publication being made on the following dates:

_____, 2002 _____, 2002

_____, 2002 _____, 2002

Georgiann Thacker

Subscribed and sworn to before me this 19th, day of April, 2002.

Julie Enlow
NOTARY PUBLIC

My Commission Expires 8/26/02

Printer's Fee 8.33

Additional Copies $ _____

NOTARY PUBLIC STATE OF KANSAS JULIE ENLOW My Appt. Exp. _____

00135121

Publication Fees: $18.03

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:

NOTICE OF PUBLIC HEARING: 2003-2008
CAPITAL IMPROVEMENT PROGRAM--4/16/02

Maureen Gillespie

Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

APRIL 17, 2002

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

$18.03

NOTICE OF PUBLIC HEARING
First published in The Legal Record, Tuesday, April 16, 2002.

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING TO CONSIDER THE PROPOSED 2003-2008 CAPITAL IMPROVEMENT PROGRAM [C.I.P.] 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, May 6, 2002, to consider the proposed 2003-2008 Capital Improvement Program [C.I.P.] 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 2003-2008 Capital Improvement Program [C.I.P.] will be heard at said time.

MARTHA HEIZER
CITY CLERK

RESOLUTION NO. 1695

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, May 6, 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, May 6, 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 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3budgetph.doc

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, May 6, 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

EXHIBIT "A"

(25595) NO. 7

First Published in the *Johnson County Sun*, Friday April 19, 2002.

NOTICE OF PUBLIC HEARING

CE OF PUBLIC ING 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, May 6, 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
(25595 1F-JC)

AFFIDAVIT OF PUBLICATION

ATE OF KANSAS, JOHNSON COUNTY,ss, Georgiann Thacker being first duly orn, deposes and says: that she is legal publication manager of THE JOHNSON OUNTY SUN, a *semi-weekly newspaper printed in the State of Kansas*, and published in and of general paid circulation in JOHNSON COUNTY, Kansas, and that id newspaper is not a trade, religious or fraternal publication.

id newspaper is a semi-weekly published at least 50 times a year; has been so published continuously and uninterruptedly in said county and state for a period of more in five years prior to the first publication of said notice; and has been admitted at post office of SHAWNEE MISSION, KANSAS in said County as a second class itter.

at the attached notice is a true copy thereof and was published in the regular and tire issue of said newspaper for One consecutive Day (weeks)/days), the first publication thereof being made as aforesaid on the 19th day of April, 2002, with subsequent publication being made on the following dates:

_____, 2002 _____, 2002

_____, 2002 _____, 2002

Georgiann Thacker

Subscribed and sworn to before me this 19th, day of April, 2002

Julie Enlow
NOTARY PUBLIC

My Commission Expires 8/26/02

Printer's Fee 7.82

Additional Copies $ _____

NOTARY PUBLIC STATE OF KANSAS | JULIE ENLOW | My Appt. Exp. _____

00135120

Publication Fees: $18.04

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

CITY OF LEAWOOD
4800 TOWN CENTER DR
LEAWOOD, KS 66211

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
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:

NOTICE OF PUBLIC HEARING: 2003 FISCAL BUDGET--4/16/02

Maureen Gillespie

Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

APRIL 17, 2002

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

$18.04

NOTICE OF PUBLIC HEARING
First published in The Legal Record, Tuesday, April 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, May 6, 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

RESOLUTION NO. 1696

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN ANNUAL MAINTENANCE RENEWAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND IDENTIX, INC., ['IDENTIX'], COLLECTIVELY THE PARTIES ['PARTIES'], PERTAINING TO THE MAINTENANCE OF THE LIVESCAN FINGERPRINTING SYSTEM

WHEREAS, the City is the owner of a LiveScan Fingerprinting System ['System'] that provides the ability to enter fingerprints, suspects, or unknown suspects to conduct a nationwide search of identity or criminal history; and

WHEREAS, the current Maintenance Agreement for this System between the City and Identix expired on March 14, 2002, and the City desires to renew the Agreement ['Agreement'], in the amount of $7,103.00; and

WHEREAS, the parties have reviewed and understand the Agreement, attached hereto as Exhibit 'A,' and incorporated herein by reference.

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

SECTION ONE: The Governing Body hereby approves and authorizes the Mayor to execute the attached Annual Maintenance Renewal Agreement between the City and Identix, Inc., in the amount of $7,103.00.

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

APPROVED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

I:\34IDENTIX.doc

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Orig. to Nancy K. at PD 4/16/02

identix

Live-Scan Maintenance Agreement Quotation

Date: 12/21/01
(Quoted prices valid 30 days)
Rev. Level*:

Quotation #: 2001S-A

Type of Service: Standard

Contract Period: 3/15/02 - 3/14/03

Terms of Payment: Net 30

Bill To:
Leawood Police Department
9617 Lee Boulevard
Leawood, KS. 66206
Attn: Mr. Mike Pelger
Ph: 913-642-5555 x 281

Equipment Location:
Leawood Police Department
9617 Lee Boulevard
Leawood, KS. 66206
Attn: Mr. Mike Pelger

LiveScan: IDX - 100222
Store & Forward: IDX - ??????
100213

Equipment Covered:

Item	Qty	Part#	Description	Price	Ext. Price
1	1	TP-600NEC2N	LiveScan Fingerprinting System w/ External Cabinet	$5,293.00	$5,293.00
2	1	TP-617PO	TCPIP Interconnect Kit	included	$0.00
3	1	TP-628N	NFS Server & Client for Windows NT	included	$0.00
5	1	TP-691N	Accu-Capture Slap to Roll Comparison	included	$0.00
6	1	TP-671N	WSQ Image Compression	included	$0.00
7	1	TP-626	Modem - Print Server	included	$0.00
9	1	TP-RSMM	Remote Support Workstation Edition	included	$0.00
9*	1	TP-CST-KS101	State of ~~California~~ Kansas Customization Support (Optional)	$750.00	$750.00
10	1	TP-2614LT/610	Duplex Fingerprint Card Printer Station (Optional)	$1,060.00	$1,060.00
			Annual Total:		$7,103.00
			Agreement Total:		$7,103.00

Please Note:
Your present maintenance contract has expired on 3/14/02. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. **You agree** that any service provided during the interim **will be billed at Time & Material rates.** If your **maintenance agreement has expired for more than 30 days** there will be a **$1,500 charge per system evaluation** for operational readiness prior to any new maintenance agreement(s) or renewal(s). **Any replacement parts, labor and expenses** incurred to repair the eqiupment to operational readiness **are not covered by the evaluation charge.** It will require a separate purchase order prior to the establishment of a new maintenance agreement.

Identix Incorporated
100 Cooper Court
Los Gatos, CA 95032
Phone: 408.335.1400
Fax: 408.395.8076
www.identix.com

identix

Live-Scan Maintenance Agreement Quotation

Special Comments:

Tax not included. Please add if applicable.

*Revision Changes include:

The Agency my choose to not purchase the State Customization (TP-CST-XX001) Maintenance coverage, in which case the agency may contract Identix on a "Time and Materials" basis should they require a State Customization software update installation. This statement is in reference to State mandated modifications - not Identix software upgrades or patches which is included within the maintenance agreement.

By signing below, you accept the attached Terms & Conditions. With this page signed, **please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement.** Confirmation of our agreement will be mailed to you under separate cover.

Quotation prepared by:

Harvey C. Winslow / Western Region
Phone: 408-335-1420

Customer Signature:

Michael J. Pelger 2/27/02
Authorized Signature Date

Michael Pelger, Police Officer
Printed Name & Title

Enclosures:
Maintenance Scope of Work
Maintenance Agreement Terms & Conditions
Purchase Order Waiver Form for Maintenance Renewal

Identix Incorporated
100 Cooper Court
Los Gatos, CA 95032
Phone: 408.335.1400
Fax: 408.395.8076
www.identix.com

Identix Standard Maintenance Scope of Work

1. Support:

- Unlimited telephone technical support for hardware and software from the Identix **TouchCare™ Support Center** (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. **This does not include support for Customer provided communications networks. Any network service will be billed at published Time and Material rates.**
- Free software standard version upgrades. Identix will perform the upgrades and will schedule with mutually agreed times during normal working hours to provide this service. Standard version software is software that Identix releases to their customer base at no charge to correct the original release and its' supported features.
- Telephone response to service calls will be made within four (4) hours from the time the service call was placed.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F) On site response by an Identix Customer Support Engineer will occur within eight (8) hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts"* basis during normal working hours. After hours visits (**Evenings, Saturdays**) within a 100 miles billed @ $150.00 per hour portal-to-portal plus $.50 per mile and any direct travel related expenses, (2) beyond 100 miles billed @ $1200.00 per day, plus expenses. **Sunday** and **national holidays** will be billed at twice our normal rate at $200 per hour/$1600 per day plus mileage/expenses. Support provided on a "best effort"* basis within 48 hours of a call for service.

*"Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

2. Parts: Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. **Consumable parts (e.g. platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.**

3. Access to Equipment: Identix Customer Support Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

4. Maintenance Service: Maintenance service covered by this agreement does not include maintenance, repair, or replacement of damaged parts resulting from the client's moving of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

5. Printer Coverage: Identix will ensure the proper performance and operation of system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied coverage due to lack of repair parts or end-of-life determination by the manufacturer.

6. Defaults and Limitation of Liability: Notwithstanding any other provision in this agreement, Identix aggregate Liability arising from or relating to this agreement, whether through breach, non performance or otherwise, is limited to the total of the net payments made by or for you for services provided hereunder in the preceding twelve (12) months from when the cause or action arose. Neither Identix nor any of its Licensors, employees, or agents shall in any case be liable for any special incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, whether arising from contract, tort (including negligence) or otherwise. Neither Identix nor any its Licensors, employees, or agents is responsible for lost profits or revenue, loss of use do software, loss of data, costs of re-creating lost data, or the cost of any substitute service, equipment, product, system or program.

IDENTIX Maintenance Agreement Terms and Conditions

I. **GENERAL SCOPE COVERAGE**

Subject to payment of the Annual Maintenance Fees set forth on Maintenance Agreement Quotation document hereto, Identix, or its authorized agents or subcontractors, shall provide the system maintenance services set forth on Identix Maintenance Agreement Terms and Conditions (the "Service").

II. **EXCEPTION TO COVERAGE**

A. Damage to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix control are not covered and may subject Customer to a surcharge or to cancellation of the Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.

B. a) Out of Scope services as defined on the accompanying Service Level Scope of Work requires a purchase order prior to commencement of work

b) Identix has no obligation to perform out of scope services without a purchase order.

c) Notwithstanding the foregoing, as a courtesy to customer, Identix will proceed without a purchase order upon signature of Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.

C. The Services provided hereunder **do not include preventive maintenance** (cleaning of printer, etc.) or replacement of the following consumable items:

- Platens
- Toner Cartridges
- Floppy Disks
- Charge Rollers

D. The Services provided hereunder do not include any services to repair damage to the System occurring as a result of Customer abuse or improper use, or equipment moved by the Customer or unauthorized personnel.

E. Any equipment not registered under this agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the flat rate of $1500 per system plus parts (if any required).

F. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.

III. **SERVICE CALLS**

Service calls under this Agreement will be made at the installation address on Maintenance Agreement Quotation document or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX.

IV. **REPAIR AND REPLACEMENT OF PARTS**

All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.

V. This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted).

VI. **CHARGES**

The initial fee for maintenance under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement Quotation document. The Annual Maintenance Fees with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 30 days of the date of Identix invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in maintenance fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.

VII. **BREACH OR DEFAULT**

If Customer does not promptly pay charges for maintenance or parts as provided hereunder when due:

A. Identix may refuse to service System

B. Identix may provide service at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix costs and expenses of collection including the maximum attorney's fee permitted by law (Said fee not to exceed 25% of the amount due hereunder).

Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.

VIII. **NO WARRANTY**

Other than the obligations set forth herein, Identix disclaims all warranties, express or implied, and Identix shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the performance of the System or the loss of its use by Customer.

IX. **DISCLAIMERS**

Except as otherwise expressly set forth in this agreement, Identix makes no warranty, representation or promise of any kind. Identix hereby disclaims and excludes any and all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. Identix does not warrant that any software provided hereunder will be without defect or error or that the operation of the Software will be uninterrupted.

X. **LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.**

If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.

XI. **MISCELLANEOUS**

This Agreement shall be governed by and construed according to the laws of the State of California applicable to agreements wholly negotiated, executed, and performed in the State of California. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by customer to any third party without the prior written consent of Identix.

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 to be 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 total $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: _____

Identix, Inc.
Contractor/Principal

CORPORATE SEAL

By: Harvey C. Winston
Signature

Contract Administrator
(Official Title of Signer)

IDENTIX PURCHASE ORDER WAIVER FORM
FOR
RENEWAL MAINTENANCE

Date:_____

SR#_____

PRIOR TO RECEIVING SERVICE THIS FORM MUST BE FAXED TO:

408-395-8076

This form confirms that the Accounts Payable Department at _____
(name of customer)
does not require a hard copy purchase order or a purchase order number to process payment for this Identix renewal maintenance invoice.

Accordingly, this letter authorizes Identix to bill for parts and labor associated with services rendered per Identix Maintenance Agreement Terms and Conditions Section II. B. a. b. c and D.

Information contained on the invoice will be sufficient to secure prompt payment of all invoices in accordance with the authorized signature on this waiver form.

Peggy J. Dunn — 4/15/02
Signature — Date

Peggy J. Dunn, Mayor
Printed Name and Title

City of Leawood, Kansas
Organization

Bill To Address:

Leawood Police Dept.
9615 Lee Blvd
Leawood, Ks.

RESOLUTION NO. 1697

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED INTER-LOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND THE BOARD OF COUNTY COMMISSIONERS, ['BOCC'] OF JOHNSON COUNTY, KANSAS, PERTAINING TO THE STORM WATER MANAGEMENT ADVISORY CONTROL [SMAC] AND FLOOD CONTROL PROJECTS

WHEREAS, Pursuant to K.S.A. § 19-3311, the BOCC and the City have entered into an inter-local agreement ['Inter-local Agreement'] relating to the planning, construction, maintenance, and management of storm water and flood control facilities and improvements; and

WHEREAS, the County has levied, and will continue to levy a county-wide retailers' sales tax in the amount of one-tenth [1/10] of one percent [1%] for the purpose of paying for the cost of storm water management and flood control projects; and

WHEREAS, the City and County desire to express their continuing commitment to joint and cooperative efforts to alleviate flooding, storm water runoff, stream way protection, pollution prevention, and other environmental concerns, including applicable state and federal regulations and mandates; and

WHEREAS, the City and County understand and desire to execute the Inter-local 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 Governing Body hereby approves and authorizes the Mayor to execute the attached Amended and Restated Inter-local Agreement between the City and BOCC, pertaining to Storm Water Management Advisory Council [SMAC] and Flood Control Projects.

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

APPROVED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Waiting for
orig.

AMENDED AND RESTATED AGREEMENT RELATING TO STORM WATER MANAGEMENT AND FLOOD CONTROL

This Amended and Restated Agreement ("Agreement") is entered into by and between the Board of County Commissioners of Johnson County, Kansas ("County") and the undersigned City ("City") as of April 01, 2002.

RECITALS

A. Pursuant to K.S.A. 19-3311, the County and the City have entered into an interlocal agreement ("Interlocal Agreement") relating to the planning, construction, maintenance, and management of stormwater and flood control facilities and improvements.

B. The County has levied, and intends to continue to levy, a county-wide retailers' sales tax in the amount of one-tenth of one percent for the purpose of paying for the cost of stormwater management and flood control projects.

C. The County and the City desire to express their continuing commitment to joint and cooperative efforts to alleviate flooding, stormwater runoff, streamway protection, pollution prevention, and other environmental concerns, including applicable state and federal regulations and mandates.

D. The County and the City hereby amend and restate their Interlocal Agreement as set forth below with the intent that the Interlocal Agreement shall continue in full force and effect as modified by this Agreement.

AGREEMENT

1. PURPOSE. The purpose of this Agreement is to establish a program for the purposes of (i) conducting or obtaining studies, assessments, updates and engineering services to identify, evaluate, and recommend stormwater and flood control facilities, improvements, activities, and projects; (ii) planning, constructing, maintaining, and managing stormwater improvements; and (iii) implementing projects, activities, and practices consistent with, more stringent than, or for compliance with state or federal stormwater management, streamway protection, pollution prevention (including both surface and subsurface water), and other similar environmental regulations, including Phase II of the National Pollutant Discharge Elimination System (NPDES) which shall be financed by the county-wide retailers' sales tax levied in accordance with K.S.A. 19-3311. Nothing herein contained shall prevent either party hereto

from planning, constructing, maintaining or managing stormwater or flood control facilities under the provisions of any other law, statute, ordinance or resolution.

2. FINANCING. The program established by this Agreement will be financed by the levying of a county-wide one tenth of one percent retailers' sales tax. The administration and collection of this tax shall be in accordance with K.S.A. 12-187 through K.S.A. 12-197 inclusive and K.S.A. 19-3311. Pursuant to the provisions of K.S.A. 19-3311, the Johnson County Treasurer shall maintain a Stormwater Management and Flood Control Fund ("SMFC Fund"). Expenditures from the SMFC Fund shall be at the direction of the Board of County Commissioners of Johnson County, Kansas, for the purposes set forth in this Agreement. Nothing contained herein shall prevent nor limit the County or any city, whether a party to this agreement, from using any other funds or funding source to provide financing required or contemplated by this Agreement.

3. DESIGN OF PROJECTS AND DETERMINATION OF PRIORITIES.

The parties acknowledge that the implementation of the County's Stormwater Management Program has been, and will continue to be, coordinated through the Stormwater Management Advisory Council and that funds derived from the sales tax authorized under K.S.A. 19-3311 have been used to develop and implement a county-wide comprehensive stormwater management and flood control plan, designed and implemented on a storm drainage basin-by-basin basis within the major watersheds located in Johnson County. The Stormwater Management Program has emphasized the prudent and efficient expenditure of project funds to correct storm drainage problems and plan for future stormwater management needs in accordance with adopted County policies and professional engineering standards and practices. The parties agree that all future program expenditures for these purposes shall be undertaken in accordance with the County's Stormwater Management Program Policies and Procedures and in accordance with the terms and conditions of any written agreement between the parties. The Stormwater Management Advisory Council shall continue in its important advisory role in assisting with determining Program priorities and project selection in connection with the County's annual allocation of the SMFC Fund.

4. ACQUISITION, HOLDING AND DISPOSITION OF PROPERTY.

a. Funds in the Stormwater Management and Flood Control Fund shall be expended only by the County. No other party shall have the power or authority to encumber, draw upon, appropriate or otherwise exercise control or dominion over this fund.

b. Real Estate: Any interest in real estate including, but not limited to, fee title, right-of-way, easement, or lease within the corporate boundaries of the City shall be acquired and held in the name of the City or, if in an unincorporated area, in the name of the County. No real property shall be acquired or held jointly by parties to this agreement. It is the intent of the parties hereto that any real property interest acquired or held in the name of the County pursuant to this agreement shall pass and be conveyed by law or, if necessary, by separate agreement to the City if and when such real property interests are within an area subsequently annexed into the corporate boundaries of the City.

c. Personal Property: Each party hereto shall acquire, retain and dispose of personal property which might be required to carry out this Agreement in its individual name free of any claim or interference by the other except as may be provided in a contract subsequently entered into pursuant to this Agreement.

5. ADMINISTRATION.

a. The County shall administer and distribute funds in the Stormwater Management and Flood Control Fund in accordance with the Stormwater Management Program Policy. The County, with the assistance of the Stormwater Management Advisory Council, shall determine which projects shall be wholly or partly funded by the SMFC Fund.

b. Any project financed in whole or in part by the Stormwater Management and Flood Control Fund shall be administered in accordance with the parties' agreement entered into for such project.

c. The parties agree that the Stormwater Management Advisory Council shall continue to serve for the purpose of providing advice, consultation, communication, and coordination, as directed by the County, for projects under consideration or administration pursuant to this Agreement. The membership of

the Advisory Council shall be composed of one member appointed or designated by the County and one member from each municipality that has entered into an interlocal agreement with the County as contemplated by K.S.A. 19-3311.

6. NO LEGAL ENTITY CREATED. This Agreement creates no separate or independent legal entity.

7. DURATION. This Agreement shall be and remain in effect until terminated by either party or upon the adoption, by a unanimous vote of the Board of County Commissioners, of a Resolution terminating the Agreement or rescinding the authorized sales tax under K.S.A. 19-3311. Termination of this Agreement shall not affect any agreements between the County and any other city or county that has been entered into for the same purpose.

8. PLACING AGREEMENT IN FORCE. This Agreement shall be effective as of the date first above written upon its execution by the County and the City.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

Susie Wolf, Chairman

ATTEST:

John A. Bartolac
County Clerk

APPROVED AS TO FORM:

Robert Ford
Assistant County Counselor

City of Leawood, Kansas

Peggy J. Dunn
Mayor

ATTEST:

Martha Heizer
City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 1698

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND MIDWEST SERVICE COMPANY, INC., ['MIDWEST'] PERTAINING TO THE MOWING AND TRIMMING OF TRAFFIC MEDIANS AND RIGHT-OF-WAY [ROW] MAINTENANCE, [COLLECTIVELY 'THE PARTIES']

WHEREAS, the City is responsible for the mowing and trimming of certain traffic medians and other right-of-way [ROW] maintenance located within the City of Leawood, Kansas; and

WHEREAS, the parties desire to execute a Service Agreement [the "Agreement"] to allow Midwest to provide for the mowing and trimming of certain traffic medians and other right-of-way [ROW] maintenance for an amount not to exceed $71,856.00.

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 [the "Agreement"] to allow Midwest to provide such services for an amount not to exceed $71,856.00, 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 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett

Patricia A. Bennett, City Attorney

I:\3midwest.doc

Project Manual for Traffic Median and Right-of-Way Maintenance

2002

Department of Parks & Recreation
City of Leawood, Kansas
4800 Town Center Drive
Leawood, Kansas 66211
(913) 339-6700

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CITY OF LEAWOOD, KANSAS
TRAFFIC MEDIAN AND RIGHT-OF-WAY MAINTENANCE
NOTICE TO CONTRACTORS

Sealed proposals shall be received by the Governing Body of the City of Leawood, Kansas at office of the City Clerk until 10:00 a.m., Central Legal Time on Monday, April 8, 2002 for the seasonal maintenance (April 22 through November 22) of traffic medians and right-of-ways. Said work to include mowing, trim work, fertilization and weed control.

All proposals shall be submitted in sealed envelopes addressed to the City of Leawood, Kansas, and marked "TRAFFIC MEDIANS AND RIGHT-OF-WAY MAINTENANCE". At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened. All equipment, materials and workmanship must be in accordance with Specifications and other contract documents.

Copies of the contract documents (Notice to Bidders, Instructions to Bidders, Proposal Form and Contract Form) desired for bidding purposes may be obtained from the City of Leawood Parks and Recreation Department, 4800 Town Center Drive., Leawood, Kansas, 66211.

Non-resident corporations that are not already registered with the Kansas Secretary of State, and All non-resident individuals and partnerships are required by law to register with the Director of Revenue, State Office Building, Topeka, Kansas, and to pay a fee of Ten Dollars ($10.00) for each and every contract, as precedent to commencing work on the contract for contracts in excess of Ten Thousand Dollars ($10,000.00). Foreign contractor shall file with the Director of Revenue an acceptable bond in amount of ten percent (10%) of contract.

CITY OF LEAWOOD NON-DISCRIMINATION STATEMENT

In accordance with various Federal and State civil rights legislation, the City of Leawood does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

No bid may be withdrawn within a period of thirty (30) days from and after the date fixed for opening bids.

The Owner reserves the right to reject any or all bids, and to waive any informalities therein.

_____

Martha Heizer, City Clerk

INSTRUCTIONS TO BIDDERS

IB-1 PROPOSALS

All proposals must be made on the forms provided in this bound copy of the Contract Documents. All proposals must be legibly written in ink. No alterations in proposals or in printed forms therefore by erasures, deletions or interpolations will be accepted unless each alteration is signed or initiated by the Bidder; if initialed, the Owner may require the Bidder to identify the alteration so initialed. No erasures, interpolations or other physical changes shall be made by anyone in any bid, after its submission by the Bidder. **Each proposal submitted shall be enclosed in a sealed envelope, plainly marked "STREET MEDIAN AND RIGHT-OF-WAY MAINTENANCE".** In checking proposals, all unit prices shall govern, and any error in item totals shall be corrected to reflect the unit price proposed.

IB-2 PROPOSAL GUARANTEE

Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a cashier's check, certified check or bid bond drawn on a Company meeting the criteria established in IB-13(a) in an amount of not less than five percent (5%) of the total bid. The proposal guarantee shall be made payable without condition to

The City of Leawood, Kansas

Herein referred to as the Owner, and the amount of the check may be retained by and forfeited to said Owner as liquidated damages of such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, within ten (10) days after such award is made by the Owner.

IB-3 SIGNATURES OF BIDDERS

Each Bidder shall sign his proposal, using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", or "agent" or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation would be furnished.

IB-4 QUALIFICATIONS OF BIDDERS

In determining the lowest responsible bidder, the following elements will be considered: whether the Bidder involved (a) maintains a permanent place of business; (b) has adequate mowing and maintenance equipment to do the work properly and expeditiously; (c) has suitable financial status to meet obligation incident to the work; (d) has appropriate technical experience.

Each Bidder may be required to show that former work performed by him has been handled in such manner that there are no just or proper claims pending against as such. No Bidder will be acceptable if he is engaged in any other work which impairs his ability to finance this contract or provide proper equipment for the proper execution of same. Each Bidder shall demonstrate his ability to meet all requirements herein requested.

REFERENCES: Each bidder is required to provide with his bid the names of three commercial account/contracts that he has provided service for and a individual who may be contacted to verify performance and completion of that contract. (space provided on bid sheet)

IB-5 LOCAL CONDITIONS AFFECTING WORK

Each Bidder shall visit the site of work to thoroughly and fully inform himself relative to work hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. The Contractor shall inform himself of natural hazards, drainage, runoff, structure locations and other special features of the work. It must be understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted as there will be no subsequent financial adjustment to any contract awarded thereunder, which is based on the lack of such prior information or its effect on the cost of the work.

IB-6 TAXES

It is the intention of the Owner to secure an Exemption Certificate for this project permitting the Contractor to purchase materials without the payment of the sales exemption and shall prepare their bids to reflect the exemption from sales or compensating taxes.

IB-7 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of, Specifications, Proposal, Contract Documents, he may submit to the Parks Supervisor a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.

IB-8 TIME OF COMPLETION

It will be necessary that the Bidder satisfy the Owner of his ability to complete the work within the stipulated time.

The attention of the Bidder is called to the provisions of the General Conditions relative to Time Schedules, Time to Complete Work, and Failure to Maintain Mowing Schedule.

IB-9 WITHDRAWAL OF BID

No Bidder may withdraw his proposal for a period of 30 days after the date and hour set for the opening herewith. A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted by written request of the Bidder, when request must be signed in the same manner and by the same person who signed the proposal.

IB-10 ACCEPTANCE AND REJECTION OF BIDS

The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid on and for the work covered by the proposal, to award the work or to reject any or all bids and to waive irregularities and informalities in any bid submitted.

IB-11 BID ALTERNATES

Bid alternates submitted by the contractor during the bidding period maybe accepted by the City as long as City notifies contractor within sixty (60) days of contract date and the proposal does not alter the ranking of the bidder.

IB-12 RETURN OF PROPOSAL GUARANTEE

The proposal guarantee deposit of the Bidder will be returned when and in case it's proposal is rejected. The proposal guarantee deposit of the Bidder to whom a contract award is made will be returned, provided and when said successful Bidder executes a contract and files a satisfactory bond as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed 15 days pending the execution of the contract and bond by the successful Bidder.

IB-13 BONDS

The contractor to whom the work is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the amount of the Contract so awarded in each case. Each bond shall be executed on the forms attached hereto, signed by a Surety Company authorized to do business in the State of Kansas, and acceptable as Surety to the Owner. With each bond there shall be filed with the Owner one copy of "Power of Attorney" certified to include the date of the bond.

IB-14 INSURANCE

(a) General –

The Contractor shall secure and maintain, throughout the duration of this Contract, insurance on an occurrence basis of the types and amounts as required herein. Contractor shall provide certificate(s) of insurance and renewals thereof naming the City as an additional insured. The City shall be notified by direct notice from the insurer not less than sixty (60) days prior to material modification or cancellation of any policy listed on the Certificate(s).

1. A.M. Best Company Ratings required for acceptable Insurance Carriers.
2. The Insurance Company shall be Licensed to do business in the State of Kansas.

(b) Notice of reduction of policy limits as a result of claim(s)-

Prior to the signing of this contract the Contractor shall advise the City 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 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 of the City) to allow the completion of the contract, the Contractor shall, upon notice from the City's Treasurer, proptly 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

COVERAGE	LIMITS
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
B) Personal and Advertising Injury Liability	$1,000,000 any one person or organization 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 Aggrerate 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(4) Worker's Compensation and Employer's Liability-

This insurance shall protect the Contractor against all claims under the Worker's Compensation laws of the State of Kansas. The Contractor shall also be protected against claims for Bodily Injury or Disease or Death which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The policy shall include coverage for all states.

Endorsement

A) Liability	Statutory

(4.)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

(5.)Owner's Protective Liability-

The Contractor shall secure, pay for and deliver to the City; and Owner's Protective Liability Insurance Policy written on an Occurrence basis in the name of the City of Leawood, Kansas. The policy shall be maintained during the life of this Contract. The limits of protection shall be at least $2,000,000 Combined Single Limit and shall contain no exclusion relative to any function performed by the City or it's employees and agents in connection with the work.

(6.)Subcontractor's Insurance-

If a part of the Contract is to be sublet, the Contractor shall either:

(1) Cover all subcontractors in its insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect the subcontractor, the Contractor and the City of Leawood against all applicabel perils or risks of loss and in the minimum amounts as outlined herein.

(3) Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including legal costs such as attorney's fees, and other costs arising out of the acts or omissions of its subcontractors.

IB-15 NONDISCRIMINATION

During the performance of this contract or any subcontract resulting therefrom, the Contractor, all subcontractors and vendors shall observe the provisions of the **Kansas Act Against Discrimination** and shall not discriminate against any person in the performance of work done under this contract because of age, race, religion, color, sex, national origin or ancestry. In all solicitations or advertisements for employees the Contractor, all subcontractors and vendors shall include the phrase **"Equal Opportunity Employer"** or a similar phrase to be approved by the State Civil Rights Commission.
If the Contractor, a subcontractor or vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the State Civil Rights Commission which has become final, the Contractor or vendor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by the City.

IB-16 PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT

The Contractor, all subcontractors and vendors shall observe the provisions of the Americans with Disabilities Act, Public Law 101-330, and shall not discriminate against individuals with disabilities in the terms and conditions of employment or in the provision of public accommodations or services. If the Contractor, a subcontractor or vendor is found guilty of a violation of the Americans with Disabilities Act, the Contractor, subcontractor or vendor shall be deemed to have breached this contrat and it may be canceled, terminated or suspended, in whole or in part by the City.

GENERAL CONDITIONS

GC-1 PURPOSE

Contract mowing, trim work, fertilization and weed control of approximately thirty-five (35) acres of traffic medians, right-of-ways and other properties within the City of Leawood, Kansas. More specifically, those medians, right-of-ways and properties listed as follows.

FIRE STATION #1 / POLICE STATION COMPLEX
APPROX. 96TH AND LEE BLVD.
AREA: 2+ ACRES

FIRE STATION #2
127TH AND MISSION
AREA: 0.8 ACRES

BROOKE BEATTY PARK
MEADOW LANE (APPROX. 86TH TERRACE) AND LEE BLVD.
AREA: .75 ACRES

STATE LINE ROAD
MEDIANS ONLY FROM 83RD TERRACE TO RED BRIDGE ROAD
RIGHT-OF-WAY (BOTH SIDES) FROM BLUE RIDGE BLVD. SOUTH TO K-150 HWY.
AREA: 2.4 ACRES

KENNETH ROAD
FROM HWY. 150 SOUTH TO APPROX. 144TH ST. (WHERE THE SIDEWALK ENDS)
MEDIANS AND RIGHT-OF-WAYS (OMIT DEVELOPED AREAS)
AREA: 3.7 ACRES

143RD STREET
FROM KENNETH ROAD WEST TO THE FIRST RESIDENCE
AREA: .15 ACRES

123RD STREET
WEST OF STATE LINE. THREE (3) MEDIANS.
AREA: 0.1 ACRES

119TH STREET
FROM STATE LINE WEST TO ROE, ONE MEDIAN AT STATE LINE, TWO DUE EAST OF ROE. THE FLOWER BED MEDIAN EAST OF TOMAHAWK CREEK PARKWAY IS BEING OMITTED THIS YEAR. NO RIGHT-OF-WAY.
AREA: 0.8 ACRES

117TH STREET
NORTH SIDE FROM ROE AVENUE EAST TO APARTMENT COMPLEX PROPERTY.
AREA: .25 ACRES

115TH STREET
NORTH SIDE FROM ROE AVENUE EAST TO TOMAHAKW CREEK PARKWAY. SOUTH SIDE FROM ROE AVENUE EAST TO APARTMENT COMPLEX PROPERTY.
AREA: .5 ACRES

TOWN CENTER DRIVE
MEDIANS AND RIGHT-OF-WAY, FROM NALL AVENUE EAST TO ROE AVENUE . MEDIANS (3) AND RIGHT-OF-WAY ON SOUTH SIDE (SODDED AREA), EXCLUDING DEVELOPED AREAS.
AREA: 1.5 ACRES

MISSION ROAD (SOUTH)
RIGHT-OF-WAY ONLY FROM 127TH STREET SOUTH TO K-150 HWY. (135TH STREET) UNDEVELOPED AREAS ONLY.
AREA: .53 ACRES

MISSION ROAD (NORTH)
RIGHT-OF-WAY, BOTH SIDES FROM INIDAN CREEK BRIDGE SOUTH TO COLLEGE BLVD.
AREA: 1.6 ACRES

ROE AVENUE
RIGHT-OF-WAY, EAST SIDE, FROM APPROX. 113TH STREET SOUTH TO 117TH STREET FROM 119TH STREET SOUTH TO THE TRAFFIC BRIDGE AT APPROXIMATELY 126TH STREET EXCLUDING APARTMENT COMPLEX PROPERTY, MEDIANS FROM COLLEGE BLVD. SOUTH TO THE SAME BRIDGE. NO RIGHT-OF-WAY ON THE WEST SIDE.
AREA: 1.62 ACRES

NALL AVENUE
MEDIANS FROM COLLEGE BLVD. SOUTH TO 119TH STREET, INCLUDES TWO (2) OTHER SMALL MEDIANS, ONE (1) AT NALL AVE. AND ASH AND ONE (1) AT COLLEGE BLVD AND ASH. RIGHT-OF-WAY EAST SIDE FROM 117TH STREET NORTH TO TOWN CENTER DRIVE.
AREA: 2.35 ACRES

COLLEGE BLVD. (WEST)
TWO (2) MEDIANS DUE EAST OF ROE AVE.
AREA: 0.1

COLLEGE BLVD.(EAST)
ALL MEDIANS AND RIGHT-OF-WAYS (SODDED AREAS) FROM STATE LINE ROAD WEST TO TOMAHAWK CREEK PARKWAY
AREA: 3.7 ACRES

135th St. MEDIANS
FROM STATE LINE ROAD GO EAST TO NALL THE AREA IN THE MIDDLE OF THE ROAD. TOTAL AREA IS 6.7 ACRES. (NOTE: UNDERGROUND SPRINKLER SYSTEM IS INSTALLED.)

KENNETH RD. SIDEWALKS
MAINTAIN THE AREA FROM CURB TO ONE MOWER PASS ON THE OTHER SIDE OF THE SIDEWALK. TOTAL AREA IS 0.5 ACRES.

LEE BLVD. (MISSION RD EAST TO CITY PARK)
FROM MISSION ROAD EAST UNTIL THE SOCCERFIELD PARKING LOTS. THE SOUTH EDGE EAST OF MISSION IS THE FENCE LINE TO THE WASTEWATER DRIVEWAY, THEN THE NORTH EDGE OF THE WASTEWATER DISTRICT DRIVEWAY EAST TO THE GRAVEL DRIVE. FROM THE GRAVEL DRIVE TO THE SOCCERFIELDS THE NORTH EDGE OF THE TRAIL IS THE BOUNDARY. THE NORTH EDGE IS THE OBVIOUS MAINTENANCE EDGE THAT EXISTS CURRENTLY.
AREA: 4.8 ACRES

Note to Bidders: Locations and areas are general and approximate. Bidders are urged to view the sites and clarify any questions with the Parks Supervisor, Brian Anderson, who may be contacted at 339-6700, ext. 192.

GC-2 MOWING AND TRIMMING

Contractor shall mow and trim all turf areas once every seven (7) days. Contractor shall remove all trash and litter from each area prior to mowing, **including landscape beds**. All turf shall be cut to a height of three and one-half (3 ½") inches. Curbs will be edged, so that turf is vertically parallel with the curb. Each mowing will include litter pickup and disposal, and trim work around all park structures, trees, poles, tables, signs, fences, and shrub / flowerbeds. All trimming shall be accomplished maintaining the 3 ½" cutting height. All trimming must be accomplished concurrently with mowing operations. Care should be taken to prevent discharge of grass clippings onto any paved surface such as streets, parking lots, sidewalks, driveways or adjacent properties. Any material so discharged shall be removed prior to leaving the site. Turf shall be cut in a professional manner as not to scalp the grass or leave areas of uncut grass.

EQUIPMENT: A rear, side or no discharge mower with adequate guarding to prevent propulsion of foreign objects is required. Mowers and equipment are to be equipped with turf type tires. No cleated tires will be allowed. Mowers shall be of an appropriate size for the area being mown. Blades should be sharp as to give a fine, clean cut. Equipment must be operated at a safe speed that allows for an optimal cut.

Safety: Adequate flashing lights must be used on trucks, trailers, and should be used on mowers. Safety vests or orange/red shirts must be worn at all times. Any interruption of the normal flow of traffic must be done in accordance with the **Manual for Uniform Traffic Control Devices.**

Note: Underground sprinkler irrigation systems exist in one form or another in the following areas under this contract: College Blvd. - East of the bridge to State Line Rd.
135th St. - From State Line Road to Nall
Lee Blvd. - drip irrigation around trees in mulch rings
Mission Rd.(north) - drip irrigation around trees in the mulch ring
Extreme caution must be used by the contractor when maintaining these areas. Any damage to these systems (sprinklers hit by mowers, drip pipe cut, etc.) will be repaired by the City of Leawood, the cost of parts and labor will be deducted from the Contractor's monthly invoice.

GC-3 MOWING FREQUENCY

The 2000 mowing schedule will begin on April 22rd 2002 and the last weekly cutting will be October 28th, 2002. This is 28 cuttings to all areas. A weekly cutting may be suspended , by the Park Supervisor, due to existing weather conditions. Examples would include: periods of heavy rain, or extended drought conditions. The weekly payment will be deducted from the monthly bill for mowing services.

GC-4 FERTILIZATION

Turf areas will be fertilized two (2) times during the contract period. The first application window is the first two (2) weeks of September at a rate of one pound of Nitrogen per one thousand square feet. The second application window is the first two weeks of November at a rate of one and one half (1 ½) pounds of actual Nitrogen per one thousand square feet.

Fertilizer type: The first fertilizer application will be a granular type fertilizer with a 3:1:1 ratio of N-P-K nutrients. 50% of the Nitrogen content will be in a non water soluble form. The second fertilizer application will be granular Urea with a N-P-K ratio of 34-0-0.

NOTE AND EXCEPTION: The two medians directly south of 119th Street on Roe Ave. are primarily comprised of Buffalograss. They shall be fertilized once during the month of June with a granular formulation (3:1:1 ratio) that will result in one pound of actual Nitrogen per one thousand square feet. Fifty percent of the Nitrogen shall be in the non-water soluble form.

GC-5 WEED CONTROL

Two applications of herbicide shall be applied during the contract period. The first application will be a pre-emergent herbicide. The target pest is crabgrass and other grassy weeds. Either Barricade or Dimension will be used to provide season long prevention. The application window is the last two weeks of March through the first week of April. The second application will be a post- emergent broad-leaf weed herbicide such as P.B.I. Gordon Super Trimec with the addition of a compatible spreader/sticker. Application window is the first two weeks of October.

Both applications must follow the manufacturers specified guidelines and recommended rates. Alternative broadleaf weed control brands may be used upon the prior approval of the Park Supervisor. A copy of the 2000 Traffic Median and Right-of-Way Pesticide and Fertilizer Record will be submitted with the monthly invoice when chemical applications have been made.

NOTE AND EXCEPTION: The two medians directly south of 119th Street on Roe Ave. are primarily comprised of Buffalograss. The first application of herbicide is the same as the other areas. The second application (post-emergent) will use Confront Herbicide and will be applied during the first two weeks of September.

Monthly applications of Roundup herbicide will be made to all medians in this contract that have pavers or concrete endcaps, to control any vegetation growing up through the cracks in these areas.

REMINDER: The contractor must make verbal contact with the Park Supervisor prior to making any applications of fertilizer or herbicides. A copy of the 2000 Traffic Median Right- of- Way Pesticide Record must accompany the monthly invoice during that application month. This form is included in this contract document and may be copied as needed.

The Contractor must also have and include copies of their Kansas Commercial Applicator Certificate to apply pesticides and fertilizers. The Contractor must be certified in Catagories 3A- Ornamental Pest Control and 3B-Turf Pest Control.

GC-6 DEFINITIONS

Median: The area in the center of the street, may also be referred to as an island.

Right-of-Way: The area to the side of the street, extending from the curb to one (1) foot beyond the side walk.

Trimming: The cutting or removal of all vegetation adjacent to signs, light poles, trees, etc., or in areas a trim mower can not cut, to produce a neat finished result.

Litter: All litter, cigarette package size and larger, shall be removed and not moved to a non-mowable area of the median or Right-of-Way. All foreign debris shall also be removed (e.g. glass, metal, rock or asphalt).

Inclement Weather: A condition in which the operation of mowing equipment would leave ruts or excessive amounts of grass clippings on the turf causing an unsightly appearance.

City Representative: The Parks Supervisor or his designated agent, shall be the person monitoring work being done and shall be responsible for performance of this contract.

GC-7 SCHEDULES

Time to Complete Work: The Contractor shall begin work and proceed with all reasonable dispatch to completion. Work within an area must be completed within consecutive days.

Failure to Maintain Mowing Schedule: Failure on the part of the Contractor to maintain an area according to these specifications shall be sufficient reason for the Parks Supervisor to have the work in question or portions there of completed by others. If work is completed by others, any additional cost caused by a higher bid price will be charged to the original Contractor and shall be deducted from any payments due the Contractor. Such failure shall also be grounds for termination of this Contract as authorized in section GC-8 of this Contract.

Contract Duration: This contract shall remain in force for a period of time not to exceed beyond November 2002, unless terminated sooner through mutual agreement between the Contractor and the City or unless extended by a similar agreement.

GC-8 PAYMENTS

Payments shall be made to the Contractor monthly based on the work done and approved by the Parks Supervisor or his representative. At the end of every month, the Contractor shall submit an invoice to the City accompanied with the appropriate Site Mowing Form (provided herein), and Traffic Median R.O.W. Pesticide /Fertilizer Record sheet (during any month in which any applications were made.) **Under no circumstances will an invoice be paid without accompanying documentation.**

GC-9 RIGHT OF THE CITY TO TERMINATE CONTRACT

If the Contractor is adjudged as bankrupt, or if a general assignment of his assets be made for the benefit of his creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is violating any of the conditions or covenants of this contract; then the City may serve written notice upon the Contractor, stating that the contract will terminate within fourteen days unless an arrangement, satisfactory to the City, is made for the continuance of the work by the Contractor within said fourteen days that permits the Contractor to continue work. If the contractor and City do not agree for the contractor to continue the work, at the expiration of fourteen days from the date of said notice of termination, the City may take over and complete the work, by contract or otherwise for the amount and at the expense of the Contractor, and the Contractor shall be liable to the City for any and all excess cost sustained by the City by reason of such completion.

PROPOSAL
CITY OF LEAWOOD, KANSAS
STREET MEDIAN MAINTENANCE CONTRACT

To the
City of Leawood, Kansas

THE UNDERSIGNED BIDDER, having examined Vicinity Maps, Specifications, Regulations of the Contract, General Conditions and other proposed contract documents, and all addenda thereto; and being acquanted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements for the proposed work; (c) the location, character, and condition of existing streets, roads, pavements, surfacings, walks, driveways, curbs, gutters, trees, utilities, drainage courses and structures, and other installations, both surface and underground which may affect or be affected by the proposed work; (d) the nature of the excavations to be made, and the type, character and general condition of materials to be excavated; (e) the necessary handling and rehandling of excavated materials; (f) the location and extent of necessary or probable dewatering requirements; (g) the difficulties and hazards to the work which might be caused by storm and floodwater; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (I) all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, equipment, tools, and plant; to perform all necessary labor and supervision; and to construct, install, erect, and complete all work stipulated in, required by, and in accordance with, the proposed Contract Documents and the drawings, specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that it will accept in full payment sums determined by applying to the quantities of the following items, the following unit prices and/or any lump sum payments provided, plus or minus any special payments and adjustments provided in the Specifications, and it understands that the estimated quantities herein given are not guaranteed to be the exact or total quantities required for the completion of the work shown on the drawings and described in the specifications, and that increases or decreases may be made over or under the Contract estimated quantities to provide for need that are determined during progress of the work and that prices bid shall apply to such increased or decreased quantities as follows:

TIME OF COMPLETION
The undersigned hereby agrees to complete the project subject to the stipulations of the Regulations of the Contract and the General Conditions.

It is understood and agreed that if this proposal is accepted, the prices quoted above include all applicable state sales taxes and that said taxes shall be paid by the Contractor.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the Proposal as principal is or are named herein and that no other person or firms than herein mentioned have any interest in the Proposal or in he Contract to be entered into; and this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

The undersigned agrees that the accompanying bid deposit shall become the property of the Owner, should it fail to execute the Contract or furnish Bond as called for in the Specifications within the time provided.

If written notice of the aceptance of this bid is mailed, or telegraphed or delivered to the undersigned within thirty (30) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivery of such notice, execute and deliver a Contract in the form of contract attached.

The undersigned designates as the office to which such notice of acceptance may be mailed, telegraphed or delivered:

It is understood and agreed that this bid may be withydrawn at any time prior to the schedule time for the opening of bids or any authorized postponement thereof.

Attached hereto is a Bid Bond for the sum of Three thousand five hundred ninety two 80/100 ($ 3,592 80/100) Dollars, made payable to the City of Leawood, Kansas.

Signature of Bidder:

If an individual:_____, doing business as_____

If a Partnership:_____, by_____,member of firm

If a Corporation: Midwest Service Co., Inc, Matt Textor

BY [signature] Matt Textor

TITLE President SEAL

Business Address of Bidder 13010 Second Street, Grandview, MO 64030

If Bidder is a corporation, supply the following information:
State in which incorporated Kansas
Name and business address of its:

President Matt Textor 13010 2nd St., Grandview, MO 64030

Secretary Michelle Textor 11504 W 113th St., O.P., KS 66210

Date 4/3/02

PROPOSAL
STREET MEDIAN AND RIGHT-OF-WAY MAINTENANCE
CITY OF LEAWOOD, KANSAS
2002

MOWING, TRIM WORK, FERTILIZATION AND WEED CONTROL OF CITY OWNED MEDIANS AND RIGHT-OF-WAYS, APRIL 22 THROUGH NOVEMBER 19, 2002.

FIRE STATION #1 / POLICE STATION COMPLEX

Price per weekly mowing	$ 89.50
Price per fertilization treatment	$ 119.50
Price per herbicide treatment	$ 119.50
Price per litter removal	$ 30.00

FIRE STATION #2

Price per weekly mowing	$ 40.00
Price per fertilization treatment	$ 53.50
Price per herbicide treatment	$ 53.50
Price per litter removal	$ 13.50

BROOKE BEATTY PARK

Price per weekly mowing	$ 40.00
Price per fertilization treatment	$ 53.50
Price per herbicide treatment	$ 53.50
Price per litter removal	$ 13.50

STATE LINE ROAD

Price per weekly mowing	$ 116.25
Price per fertilization treatment	$ 155.00
Price per herbicide treatment	$ 155.00
Price per litter removal	$ 38.75

KENNETH ROAD

Price per weekly mowing	$ 184.50
Price per fertilization treatment	$ 246.00
Price per herbicide treatment	$ 246.00
Price per litter removal	$ 61.50

143RD STREET

Price per weekly mowing	$ 8.25
Price per fertilization treatment	$ 10.50
Price per herbicide treatment	$ 10.50
Price per litter removal	$ 2.25

117TH STREET

Price per weekly mowing	$ 12.00
Price per fertilization treatment	$ 16.00
Price per herbicide treatment	$ 16.00
Price per litter removal	$ 4.00

115TH STREET

Price per weekly mowing	$ 28.00
Price per fertilization treatment	$ 37.50
Price per herbicide treatment	$ 37.50
Price per litter removal	$ 9.50

TOWN CENTER DRIVE

Price per weekly mowing	$ 76.25
Price per fertilization treatment	$ 101.50
Price per herbicide treatment	$ 101.50
Price per litter removal	$ 25.25

119TH STREET

Price per weekly mowing	$ 40.25
Price per fertilization treatment	$ 53.50
Price per herbicide treatment	$ 53.50
Price per litter removal	$ 13.25

123RD STREET

Price per weekly mowing	$ 8.00
Price per fertilization treatment	$ 10.75
Price per herbicide treatment	$ 10.75
Price per litter removal	$ 2.75

MISSION ROAD (SOUTH)

Price per weekly mowing	$ 28.00
Price per fertilization treatment	$ 37.50
Price per herbicide treatment	$ 37.50
Price per litter removal	$ 9.50

MISSION ROAD (NORTH)

Price per weekly mowing	$ 71.50
Price per fertilization treatment	$ 107.00
Price per herbicide treatment	$ 107.00
Price per litter removal	$ 35.50

ROE AVENUE

Price per weekly mowing	$ 64.25
Price per fertilization treatment	$ 85.50
Price per herbicide treatment	$ 85.50
Price per litter removal	$ 21.25

NALL AVENUE

Price per weekly mowing	$ 69.50
Price per fertilization treatment	$ 93.75
Price per herbicide treatment	$ 93.75
Price per litter removal	$ 24.25

COLLEGE BLVD. (WEST)

Price per weekly mowing	$ 8.25
Price per fertilization treatment	$ 10.50
Price per herbicide treatment	$ 10.50
Price per litter removal	$ 2.25

COLLEGE BLVD.(EAST)

Price per weekly mowing	$ 184.50
Price per fertilization treatment	$ 246.00
Price per herbicide treatment	$ 246.00
Price per litter removal	$ 61.50

135TH ST. MEDIAN

Price per weekly mowing	$ 337.00
Price per fertilization treatment	$ 449.50
Price per herbicide treatment	$ 449.50
Price per litter removal	$ 112.50

KENNETH ROAD SIDEWALKS

Price per weekly mowing	$ 28.00
Price per fertilizer treatment	$ 37.50
Price per herbicide treatment	$ 37.50
Price per litter removal	$ 9.50

LEE BLVD.

Price per weekly mowing	$ 240.75
Price per fertilizer treatment	$ 321.00
Price per herbicide treatment	$ 321.00
Price per litter removal	$ 80.25

TOTAL BID $ 71,856

MiDWeST Service Company inc.
COMPANY

Vice President
OWNER/AGENT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 05/22/2001

PRODUCER (913)362-5221 FAX (913)362-5729
Marino & Wolf, Inc
2000 Shawnee Mission Parkway
Mission Woods, KS 66205

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 Midwest Service Co., Inc
13906 West 108th
Lenexa, KS 66215

INSURERS AFFORDING COVERAGE

INSURER A:	Cont Western Cas Co
INSURER B:	Cont West Ins Co
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HF49020	05/15/2001	05/15/2002	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 250,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	HF49021	05/15/2001	05/15/2002	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HF49010	05/15/2001	05/15/2002	[X] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
TRAFFIC MEDIAN AND RIGHT OF WAY MAINTENANCE

CERTIFICATE HOLDER [ ] ADDITIONAL INSURED; INSURER LETTER:

CITY OF LEAWOOD
4800 TOWN CENTER DRIVE
LEAWOOD, KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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

©ACORD CORPORATION 1988

UNIVERSAL SURETY OF AMERICA

BID BOND

Bond No. KS 13212230 00

KNOW ALL MEN BY THESE PRESENTS, that we MIDWEST SERVICE CO., INC.

as Principal, hereinafter called the Principal, and UNIVERSAL SURETY OF AMERICA, 950 Echo Lane, Suite 250, Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto

THE CITY OF LEAWOOD, KANSAS as Obligee,
Name, Address, City, State, Zip, Phone Number

hereinafter called the Obligee, in the sum of 5 % of the amount of this bid not to exceed ---------- Dollars ($ ----------) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for STREET MEDIAN MAINTENANCE - 2002

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 8TH day of April, 2002

MIDWEST SERVICE CO., INC.
(Principal)

By: [signature]

Title: Vice President

UNIVERSAL SURETY OF AMERICA

By: [signature]
(Attorney-in-fact)

UNIVERSAL SURETY OF AMERICA

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Bond Number: 000026643BD

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Mike Fagan

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bonds for:

Principal: Midwest Service Company, Inc.

Obligee: City of Leawood, KS

5 % of the amount of this bid

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"Be It Resolved, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, Mark C. Vonnahme, and its corporate seal to be hereto affixed this 1st day of March, A.D., 2001.

UNIVERSAL SURETY OF AMERICA 1984 TEXAS

UNIVERSAL SURETY OF AMERICA

Mark C. Vonnahme — President

State of Illinois
County of Cook } ss

On this 1st day of March, in the year of 2001, before me Linda C. Dempsey, a notary public, personally appeared Mark C. Vonnahme, personally known to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

LINDA C. DEMPSEY NOTARY PUBLIC Cook Co., Ill.

Linda C. Dempsey — Notary Public

My commission expires: October 19, 2002

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in effect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 8th day of April, 2002.

UNIVERSAL SURETY OF AMERICA 1984 TEXAS

Assistant Secretary

Form F6188-3-2001

Project No. 02-304 Bond No. 22707221

CITY OF LEAWOOD, KANSAS

PERFORMANCE BOND

We, the undersigned of MIDWEST SERVICE CO., INC., as Principal, hereinafter 'Contractor', and WESTERN SURETY COMPANY, a corporation organized under the laws of the State of SOUTH DAKOTA, and authorized to transact business in the State of Kansas, hereinafter 'Surety', are held and firmly bound unto the City of Leawood, Kansas, hereinafter 'City' in the penal sum of SEVENTY ONE THOUSAND EIGHT HUNDRED FIFTY SIX AND 00/100--------[$71,856.00] lawful money of the United States of America, for the payment of which sum well and truly to be made to the City of Leawood, Kansas, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the 15th day of APRIL, 20 02, executed a written Contract with the City for furnishing in a good, substantial and workmanlike manner, all construction labor, materials, equipment, tools, transportation, superintendence, and other facilities and accessories for and in connection with the satisfactory performance of all work and construction of certain improvements referred to as TRAFFIC ISLAND AND RIGHT OF WAY MAINTENANCE, the 'Project', more particularly designated defined and described in the Contract and other Contract Documents, thereto, a copy of said Contract is made a part hereof by reference as if fully set out herein.

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents hereto attached or by reference made a part hereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract and Contract Documents, the City having performed City's obligations thereunder, the Surety shall either promptly remedy the default or shall within fourteen [14] days from the date of written notice from the City:

1. commence completion of the Work of the Contract and Contract Documents in accordance with terms and conditions therein; or

2. commence the process of obtaining a bid or bids for completing the Work of the Contract in accordance with the terms and conditions of the Contract Documents, and upon determination by City and Surety jointly of the best and lowest responsive, responsible bidder, arrange for a contract between such bidder and City, and make available as the Work progresses sufficient funds to pay the total costs of completion less the balance of the Contract Price, including other costs and damages for which Surety may be liable hereunder.

3. pay to the City the cost of completion of the work, less the balance of the Contract Price and other costs and damages for which Surety may be liable hereunder.

   The term 'balance of the Contract Price', as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount previously paid by City to Contractor. No right of action shall accrue on this Bond to or for the use of any person or corporation other than City or successors of City.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or Contract Documents, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligations on this Performance Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract or Contract Documents, or to the Work, or to the Specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set his hand, and Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do on this, the 15th day of APRIL, 2002

MIDWEST SERVICE CO., INC.
Contractor/Principal

[SEAL]

Vice President
Title

ATTEST:

Secretary

WESTERN SURETY COMPANY
SURETY COMPANY
7400 COLLEGE BOULEVARD

[SEAL]

Address

OVERLAND PARK, KANSAS 66210
City, State, Zip

913-661-7712
Phone No.

913-661-7711
Facsimile No. (if available)

By
Attorney-in-Fact

By
Kansas Agent

[Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.]

BOND NO. SP-

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

TEN 10 authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
AILEEN K WELSH	JASPER M MARINO
JENNIFER A MARINO	JOHN A LINDQUIST
JOHN F O REILLY	LESLIE H ZORNES
MARTHA TAYLOR-COTSWORTH	MARY M PERKINS
MICHAEL P FAGAN	ROBERT P LINDQUIST

in the City of MISSION WOODS, State of KANSAS, with limited authority, its true and lawful Attorney(s) in fact with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond:

BID, PERFORMANCE, AND/OR PAYMENT BOND, IN ADDITION THE RELATED TRANSACTIONS SUCH AS CONSENTS OF SURETY, RIDERS, AND LETTERS OF INTENT, MAINTENANCE AND WARRANTY BONDS, PROVIDING THE BOND PENALTY DOES NOT EXCEED ONE MILLION AND NO/100 DOLLARS (**1,000,000.00).
****
****

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of MARCH 31, 2007, but until such time shall be irrevocable and in full force and effect.

WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

The penal amount of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or Telegram signed by the Senior Underwriting Officer, Underwriting Officer, President, Vice President, Assistant Vice President, Treasurer, Secretary or Assistant Secretary of Western Surety Company specifically authorizing said increase.

IN WITNESS WHEREOF, Western Surety Company has caused these presents to be executed by its Executive Vice President with its corporate seal affixed this 22nd day of October, 2001.

WESTERN SURETY COMPANY

By Stephen T. Pate
Executive Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA } ss.

On this 22nd day of October, in the year 2001, before me, a Notary Public, personally appeared Stephen T. Pate, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

D. Krell
Notary Public, South Dakota

My Commission Expires November 30, 2006

I, the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that Section 7 of the By-Laws of the company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and the seal of Western Surety Company this *8th day of April 2002

WESTERN SURETY COMPANY

By Stephen T. Pate
Executive Vice President

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

Form 749-10-2001

NOTICE: This border must be BLUE. If it is not BLUE, this is not a certified copy.

PROJECT NO. 02-304

CITY OF LEAWOOD, KANSAS
AGREEMENT FOR PUBLIC IMPROVEMENTS

AGREEMENT BETWEEN CITY AND CONTRACTOR

TRAFFIC MEDIAN AND RIGHT OF WAY MANTENANCE

THIS AGREEMENT, made and entered into this 15th day of April, 2002, by and between the City of Leawood, Kansas, "Owner" and MiDWEST Service inc. co. Hereinafter "Contractor".

WHITNESSETH:

WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other documents, all collectively declared the 'Contract Documents', for the work herein described and has approved and adopted these Contract Documents and has caused to be public the manner and for the time required by law, an advertisement inviting sealed bids for furnishing materials, labor and equipment for, and connection with, the maintenance of: Traffic Island and Right of Way Maintenance.

WHEREAS, Contractor, in response to the advertisement inviting sealed Bids, has submitted to Owner a sealed Bid in accordance with the terms of the Contract; and

WHEREAS, the Owner has publicly opened, examined and reviewed the bids submitted, and as a result has determined and declared th Contracor the lowest and best bidder for the work of said public improvements, and has duly awarded to the Contractor, a Contract upon the term s and conditions set forth in this Contract and for the sum or sums named in the Bid, attached hereto and made a part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereby agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at its own cost and expense all labor, tools, equipment, transportation and any construction accerssories and materials required, to construct and complete in good first-class and workmanlike manner the work as designed or described and required by the Contract Documents as being included in, and covered by, the following items of the said Bid, to wit:

All in accordance with the Contract Documents and other specified contract documents on file, all of which form the Contract and are as fully a part thereof as if repeated verbatim herin; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the City of Leawood, the State of Kansas, and the United States of America. All terms used herein shall have the meaning ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of

Seventy one thousand - Eight hundred fifty six.

71,856 =, referred to as the Contract Price, for all work covered by and included in the contract and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the Contract Documents hereto attached.

ARTICLE III. The Contractor will commence work on a date to be specified in the Notice to Proceed, and will complete all work covered by this contract within seven (7) days from the date when the Contract time commences to run. Time is of the essence.

ARTICLE IV. Contractor specifically acknowledges and confirms that: [1] Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; [2] Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier[s] and its surety[ies]; and [3] Contractor's insurance carrier[s] and surety[ies] agree to be bond as specified in this Contract, in the Contract Documents, as set forth in the insurance policy[ies] and bonds pertaining to liability and surety coverage.

ARTICLE V. Owner and Contractor specifically agree that by executing this Contract, 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 Contract; the duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

ARTICLE VI. This Contract, together with the other Contract Documents, constitutes the entire Contract between the parties and supersedes all prior contracts, whether oral or written, covering the same subject matter. This contract may not be modified or amended except as provided herein and the Contract Documents.

ARTICLE VII. This Contract 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 VIII. All local, state, and federal laws and requirements as described in the Contract Documents and General Conditions, which apply to this Contract, shall be incorporated herein by reference.

ARTICLE IX. Should any provision of this Contract or the 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 Contract 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, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, and Contractor, through Contractor's dully authorized officer or representative, has executed three (3) counterparts of this Contact in the prescribed form and manner, the day and year first above written.

CITY OF LEAWOOD, OWNER

Peggy J. Dunn

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

CONTRACTOR

Midwest Fencing Co. Inc

[Name of Contractor]

BY: _____

Signature

Vice President

Title (SEAL)

13810 W. 2nd St

Address

Grandview Mo. 64030

City, State, Zip

(816) 761-5330

Phone No.

(816) 761-5436

Facsimile No. (if available)

(if the Contract is not executed by the president of the corporation or general partner of the partnership, Contractor must provide documentation, which authorizes the signer to bind the corporation or partnership.)

Kansas Department of Agriculture, Records Center, 109 SW 9th Street, Topeka, KS 66612, (785) 296-2263

----- ATTENTION -----

This is a three-part document:

The middle portion of this document is your OFFICIAL AUTHORIZATION from the Kansas Department of Agriculture.

The bottom third of this document is your POCKET CARD (if applicable).

Midwest Service Co Inc
W M Textor III & S A Hodes Jr
13906 W 108th St
Lenexa, KS 66215

CUT ALONG THE **HEAVY** LINES

Kansas Department of Agriculture, Topeka, Kansas
certifies

Midwest Service Co Inc

has met the requirements for

Pesticide Business License Certification under the KANSAS PESTICIDE LAW

and is hereby granted

Pesticide Business License Certificate Number: 3789
constituting authorization to apply, and supervise the application of, restricted use pesticides in the categories indicated hereon.

Issue and Expiration Dates:

01/01/2002 12/31/2002

3

Jamie Clover Adams
Jamie Clover Adams
Kansas Secretary of Agriculture

Kansas Department of Agriculture, Records Center, 109 SW 9th Street, Topeka, KS 66612, (785) 296-2263

CUT ALONG THE **HEAVY** LINES

TRAFFIC MEDIAN SITE MOWING FORM

MONTH:

Location	1st week	2nd week	3rd week	4th week
Fire Station/Police Station				
Fire Station #2 (South)				
Brooke Beatty Park				
State Line Road				
Kenneth Road				
143rd Street				
117th Street				
115th Street				
Town Center Drive				
119th Street				
123rd Street				
Mission Road (South)				
Mission Road (North)				
Roe Avenue				
Nall Avenue				
College Blvd.(East)				
College Blvd. (West)				
135th Street Median				
Kenneth Road Sidewalks				
Lee Blvd.				

LEAWOOD PARKS & RECREATION DEPARTMENT

2002 Traffic Median and Right-of-Way Pesticide and Fertilizer Record

Date:_____

Area(s): _____

Fertilizer/Herbicide: _____

Product Used: _____

EPA#: _____ Analysis: _____

Rate: _____ Temp.: _____

Windspeed: _____ Applicator: _____

_____
Signature

Date_____

MIDWEST LAWN & LANDSCAPE
13906 W. 108th St., Lenexa, KS 66215
(913) 327-5400 or Fax (913) 327-5401

References:

Jeff Allen
Property Manager
Gramercy Place Apartments
C (913) 219-8313

Brian Anderson
City of Leawood
Parks and Recreation Department
W (913) 339-6700 #192

Beverly McDaniel
Residential Homeowner
Interior Designer
H (913) 491-0293

Spectrum Services
Property Management Co.
Attn: Bill Textor
W (816) 682-5737

Stan Kreis
Property Manager
W (913) 663-4530

Kurt Youngstrom
College Park Estates II
H (913) 469-9625

Jim Gillchrist
Residential Homeowner
H (913) 897-6272

Jeff Gutweiler
Residential Homeowner
H (913) 381-1671

RESOLUTION NO. 1699

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND CHESTNUT FINE ARTS CENTER, INC., ['CHESTNUT'] PERTAINING TO THE PRODUCTION OF YOUTH PERFORMANCE PLAYERS, LEAWOOD STAGE COMPANY 2002 PRODUCTION, [COLLECTIVELY 'THE PARTIES']

WHEREAS the City of Leawood, Kansas, ['City'] desires Chestnut Fine Arts Center, Inc., ['Chestnut'] desire to execute an Independent Contractor Agreement [the "Agreement"] to allow Chestnut to direct the 2002 Youth Performance Players' Production, in accordance with the attached agreement, for an amount not to exceed $3,500.00.

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 Independent Contractor Agreement [the "Agreement"] to allow Chestnut to provide such services for an amount not to exceed $3,500.00, 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 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3chestnut.doc

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 Chestnut Fine Arts Center, Inc. ("Independent Contractor") under the direction of Brad Zimmerman, dated the 15th, day of April, 2002.

The Independent Contractor is a(n):

__Individual

__Sole proprietorship

__Partnership

x_Corporation

The Independent Contractor is located at:

Address: 234 N. Chestnut
City/State/ZIP: Olathe, Kansas 66061-3407
Business Telephone: 913-764-2121

The Independent Contractor's Social Security or Employer Identification Number is: 43-1944494

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 the Director in the Youth Performance Players pre-show production to be presented on July 11,12, 13, 14,2002, inclusive, from 6 to 7 pm on the Stage 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 be in charge of the Youth Performance Players.

The Independent Contractor will establish audition dates, conduct the auditions, and make final decisions regarding the composition of the group=s membership.

The Independent Contractor will establish and maintain a rehearsal schedule, with the end result being one of professionalism and of excellent musicianship and one suitable to the

ability level of the Youth Performance Players. The Independent Contractor is responsible for the selection of material to be presented and for the musical direction and choreography of the Youth Performance Players. The Independent Contractor will provide a staff of stage manager, choreographer, and musicians. Additionally, the Independent Contractor will arrange for and/or provide costumes, props, and minimal set pieces. The Independent Contractor will maintain excellent lines of communication between the Youth Performance Players, the City of Leawood, and the Leawood Stage Company's Board of Directors. Additional duties may be delineated later with the reasonable consent of the Independent Contractor and the City of Leawood.

The City of Leawood agrees to accept responsibility for expenses incurred for music, royalties, equipment, and other miscellaneous production related items, with the total of these expenses not to exceed $500.

Term of Agreement
The services called for under this Agreement shall commence on May 1, 2002 and shall be concluded on July 14, 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 $3,500.00 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 Exhibit A, attached hereto and incorporated herein].

Termination of Agreement
City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 90 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.

[SEAL]

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 4/15/02

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

CHESTNUT FINE ARTS CENTER, INC.

By: Bradley Zimmerman

Title: President

Date: 4/21/2002

I:\2chestnut.doc

Martha Heizer

From: Chris Claxton
Sent: Thursday, June 13, 2002 3:41 PM
To: Patty Bennett
Cc: Martha Heizer
Subject: FW: Insurance

Patty, Please refer to item #1 below in regards to the insurance for Dick Pond. It appears that he is not intending to get the insurance as required per the contract. Of course this was never made clear to him as a requirement prior to signing it.

This might be one we need to contact Monty on. As we discussed yesterday, Martha needs either something to attach to the contract for her file or perhaps we reissue a new contract without the requirement.

7/8/02 never rec'd exhibits

Let me know what you think.
-----Original Message-----
From: Jerry Snider
Sent: Thursday, June 13, 2002 11:43 AM
To: Chris Claxton
Subject: Insurance

Chris,

Thank you for your message.

1. Dick Pond does not have such an insurance policy for himself. And is not interested in getting one....

2. I have a call in to Brad Zimmerman of Chestnut Fine Arts Center. I will talk to him.

I am off tomorrow. I will come in for a bit sometime during the day.

Also:

1. Kathy Roberts indicated that the Public Art Committee is working on putting together a committee to work on a Leawood Cultural Plan.

2. They would like to have the Castle Installation either June 25 or 26 at 2:30 p.m. I checked with the Mayor and she indicated she preferred the 25th. I asked her to pencil that date and time in on her calendar and she did.

3. I have the Corinth Dance Center facility rental invoice now. Dick Pond had it! I will process it Monday.

4. I also have a piano tuning bill and will take care of it Monday, too.

Thanks a million! I hope your day went well. Maybe we will see one another tomorrow. Have a good weekend....

Jerry

RESOLUTION NO. 1700

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND C. RICHARD POND, ['POND'] PERTAINING TO THE LEAWOOD STAGE COMPANY 2002 MAIN STAGE PRODUCTION

WHEREAS the City of Leawood, Kansas, ['City'] and C. Richard Pond, ['Pond'] desire to execute an Independent Contractor Agreement [the "Agreement"] to allow Pond to be concept creator/director/choreographer for the 2002 Main Stage Production, in accordance with the attached agreement, for an amount not to exceed $3,200.00.

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 Independent Contractor Agreement [the "Agreement"] to allow Pond to provide such services for an amount not to exceed $3,200.00, 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 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3pond.doc

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 C. Richard Pond ("Independent Contractor"), dated the 15th, day of April, 2002.

The Independent Contractor is a(n):

. x Individual

__Sole proprietorship

__Partnership

__ Corporation

The Independent Contractor is located at:

Address: 804 W. 48th Street
City/State/ZIP: Kansas City, Missouri 64112
Business Telephone: 816-531-8032

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

487-34-8359

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 the Concept Creator/Director/Choreographer for the Main Stage production to be presented on 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 be in charge of the Main Stage production. The Independent Contractor will establish audition dates, conduct the auditions, and make final decisions regarding the composition of the group's membership. The Independent Contractor will establish and maintain a rehearsal schedule.

The Independent Contractor is responsible for researching the work of the composer(s) selected, selecting the musical numbers and arrangements to be performed, determining the sequence or flow of the show, and putting the show in final form. In addition, the Independent Contractor will work through any licensing or permitting issues to ensure that there is strict compliance with any and all regulations or laws pertaining to the music selected and performed at the show.

The Independent Contractor interprets the playwright or composer's work through the cast. He is in charge of casting the show and the selection of the Musical Director, conducting rehearsals, developing the characterizations, blocking and staging of the production. The Independent Contractor will have control of all props, costumes, and set design for the show. The Independent Contractor will make reports to the City of Leawood and the Leawood Stage Company Board, but has final say on all artistic matters that concern the outcome of the performance.

The Independent Contractor is in charge of creating all of the dance numbers and movement in the show. He conducts all dance rehearsals. The choreography must be consistent with the overall interpretation of the show, the characterizations, and the story, style, and look of the show.

Term of Agreement
The services called for under this Agreement shall commence on May 1, 2002 and shall be concluded on July 14, 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 $3,200.00 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 Attached Exhibit A, attached hereto and incorporated herein]

Termination of Agreement
City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 90 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.

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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

[SEAL]

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 4/15/02

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

C. Richard Pond

Date: 5-5-02

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Martha Heizer

From: Chris Claxton
Sent: Thursday, June 13, 2002 3:41 PM
To: Patty Bennett
Cc: Martha Heizer
Subject: FW: Insurance

Patty, Please refer to item #1 below in regards to the insurance for Dick Pond. It appears that he is not intending to get the insurance as required per the contract. Of course this was never made clear to him as a requirement prior to signing it.

This might be one we need to contact Monty on. As we discussed yesterday, Martha needs either something to attach to the contract for her file or perhaps we reissue a new contract without the requirement.

7/8/02 Jnew rec'd exhibits

Let me know what you think.
-----Original Message-----
From: Jerry Snider
Sent: Thursday, June 13, 2002 11:43 AM
To: Chris Claxton
Subject: Insurance

Chris,

Thank you for your message.

1. Dick Pond does not have such an insurance policy for himself. And is not interested in getting one....

2. I have a call in to Brad Zimmerman of Chestnut Fine Arts Center. I will talk to him.

I am off tomorrow. I will come in for a bit sometime during the day.

Also:

1. Kathy Roberts indicated that the Public Art Committee is working on putting together a committee to work on a Leawood Cultural Plan.

2. They would like to have the Castle Installation either June 25 or 26 at 2:30 p.m. I checked with the Mayor and she indicated she preferred the 25th. I asked her to pencil that date and time in on her calendar and she did.

3. I have the Corinth Dance Center facility rental invoice now. Dick Pond had it! I will process it Monday.

4. I also have a piano tuning bill and will take care of it Monday, too.

Thanks a million! I hope your day went well. Maybe we will see one another tomorrow. Have a good weekend....

Jerry

RESOLUTION NO. 1701

RESOLUTION DESIGNATING LEAWOOD CITY HALL COURTYARD AS A PORTION OF THE LEAWOOD COMMUNITY CENTER TO CONDUCT THE TASTE OF LEAWOOD FUNDRAISING EVENT ON JUNE 1, 2002, IN ACCORDANCE WITH LEAWOOD CODE § 3-207.

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

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

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

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

SECTION ONE: The Governing Body hereby designates the Leawood City Hall Courtyard as a portion of the Leawood Community Center for the Taste of Leawood fundraising event on June 1, 2002, and to provide for the temporary sale and serving of alcoholic beverages.

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

APPROVED by the Governing Body this 15th day of April, 2002.

SIGNED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1702

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ENGINEERING SERVICE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND GEORGE BUTLER ASSOCIATES, INC., ['GBA'] TO PERFORM THE BI-ANNUAL INSPECTION OF THE CITY OF LEAWOOD'S BRIDGES [COLLECTIVELY "THE PARTIES"].

WHEREAS, in accordance with Kansas Department of Transportation [KDOT] and Federal Highway Administration [FHWA], the City is required to conduct bi-annual inspections of the City's eighteen [18] bridges currently located within the City; and

WHEREAS, the parties desire to execute a Professional Engineering Services Agreement [the "Agreement"] to allow GBA to provide such inspection services, for an amount not to exceed $7,800.00.

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 Professional Engineering Agreement, for an amount not to exceed $7,800.00, between the City and George Butler Associates, 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 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BETWEEN

THE CITY OF LEAWOOD, KANSAS

AND

GEORGE BUTLER ASSOCIATES, INC.
CONSULTING ENGINEERS

ARTICLES OF AGREEMENT

This Agreement is between the CITY OF LEAWOOD, KANSAS, as "OWNER" and GEORGE BUTLER ASSOCIATES, INC., as "ENGINEER".

WITNESSETH:

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

Whereas the ENGINEER, a Kansas Corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas is registered in accordance with the laws of the State of Kansas and is registered in accordance with the professional engineering services described by the Owner; now, therefore,

IT IS AGREED THAT:

SECTION I - PROJECT

The Owner has determined to the satisfaction of its Governing body that Structural Inventory and Appraisals are to be prepared for 17 vehicular bridges (greater than 20 feet in length) that have been previously inventoried, one bridge that has never been inventoried before, and one jogging trail bridge that has been inventoried before, in the City of Leawood, as required by KDOT.

SECTION II – SERVICES TO BE PROVIDED BY THE ENGINEER

The Engineer, upon receipt of this Agreement, shall perform the following services pertaining to the project:

1. Review available data.

2. Make a field survey to visually assess the existing condition of the Old Mission Road bridge that is now a jogging trail bridge. An SIA will not be completed on this bridge and the evaluation will not be submitted to KDOT.

3. Make field surveys to visually assess the existing condition of 1 vehicular bridge never before inventoried on 143rd Street east of Granada.

4. Make field surveys to visually assess the existing condition of the following 17 vehicular bridges that have been inventoried before:

   A. 119th Street over Tomahawk Creek
   B. Lee Boulevard over Dykes Branch
   C. 86th Street over Dykes Branch
   D. Wenonga Road over Dykes Branch
   E. 83rd Street over Dykes Branch
   F. 103rd Street over James Branch
   G. State Line Road over Dykes Branch
   H. Roe Avenue over Tomahawk Creek
   I. Mission Road over Indian Creek
   J. State Line (Northbound) over Indian Creek
   K. State Line (Southbound) over Indian Creek
   L. Mission Road (between 143rd and 151st)
   M. Mission Road (between Bell Drive and 151st Street)
   N. 85th Terrace near High Drive
   O. 83rd Street (between Sagamore and Overbrook)
   P. 83rd Street (between Belinder and Meadow)
   Q. College Boulevard over Tomahawk Creek

5. Prepare Structural Inventories and Appraisals (SIA) for the vehicular bridges as required by KDOT.

6. Submit required copies of SIA's to City and KDOT.

7. On vehicular bridges only, the following services will be provided;

   A. The ENGINEER shall obtain from plans, if available, the roadway and/or bridge overtopping frequency. If not available, the Engineer shall make the best determination of overtopping frequency based on high-water marks, and engineering judgement. The Engineer shall also make the appraisal rating of the waterway adequacy based on the overtopping frequency and functional classification of the roadway.

B. The Engineer shall determine and prepare a list, at the time of the inspection of all bridges over waterways, the type of underwater inspection required. Following are the descriptions of the various types of underwater inspections:

Type I - Structures that are currently dry or in shallow and clear water such that visual inspection is possible.

Type II - Structures with substructure elements that are not visible from above the surface of the water and the water depth at the time of the inspection is generally four (4) feet at time of inspection and substructure elements are accessible by wading. If the depth of the water at the time of the inspection is greater than four (4) feet or the stream current is too strong for wading, then the inspection would be reidentified as a Type III inspection.

Type III - Structures that at the time of inspection are in water greater than four (4) feet deep or are inaccessible by wading because of swift current. These structures should be inspected by boat with necessary equipment to profile the channel bottom and possibly detect previous scour. Diving (Type IV inspections) may be required for some Type III classified bridges.

Type IV - Structures that are inundated by water year round and require a diver to gain access to substructure elements.

Note: All underwater inspections identified as Type I or Type II shall be completed by the Engineer under this contract. Remaining underwater inspections identified as Type III or Type IV shall not be inspected under this contract, but shall be included on the list prepared by the Engineer as noted in the first sentence of this item.

C. The Engineer shall prepare a list of fracture critical bridges, indicating the fracture critical members involved and location on the bridge of those members.

D. The Engineer shall prepare a list of abutment foundation types as per foundation classification descriptions shown in the KDOT Supplemental Coding Guide for Bridge Inspection and Rating, item number 207, as well as a

list of unknown foundation types, both pier and abutments as well as a list of the underlying geological material of those known foundation types both pier and abutments.

E. The AASHTO Manual allows an engineer to make a load rating evaluation strictly from a physical inspection in the case where necessary details such as location of reinforcement in a concrete bridge are not available from plans or field measurements. It is imperative that the engineer exhaust all efforts to locate plans or field measurements before utilizing this method of load rating. The AASHTO Manual indicates that for concrete bridges where details of reinforcement are not available, the bridge shows no signs of distress, and has been carrying normal traffic, it need not be posted. However, the Engineer shall advise the LPA, in the bridge inspection report, that the bridge shall be inspected at frequent intervals for any distress signs.

SECTION III – ADDITIONAL SERVICES

The following additional services shall be furnished by the Engineer upon receipt of a written request from the Owner:

1. Services resulting from significant changes in the general scope of project including, but not limited to, changes in size, complexity, or Owner's schedule.

2. Preparing to serve or serving as a Consultant or expert witness for the Owner in any litigation, or other legal or administrative proceedings involving the project.

3. Additional services in connection with the project not otherwise provided for in this Agreement.

SECTION IV – RESPONSIBILITIES OF THE OWNER

The Owner shall provide information, assistance, and compensation as follows:

1. The Owner shall designate a Representative with whom the Engineer shall coordinate all services to be provided under this Agreement. It is anticipated that the Owner's Representative will be the Director of Public Works.
2. Place at the disposal of the Engineer, all available reports, maps, plans, traffic counts and other data pertinent to the services required under this Agreement.

3. Furnish (or Contract with the Engineer or with a Consultant to furnish on a mutual agreement basis) all labor, tools, and facilities to provide for subsurface explorations and investigations, where and if required by mutual agreement of both parties.

4. Pay for the cost of any mutually agreed upon shop or laboratory tests.

5. Furnish to the Engineer, a signed copy of this Agreement. Guarantee access to and make all provision for the Engineer to enter public and private property as required to perform services covered by this Agreement.

6. Furnish approvals and permits from all Governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

7. Reimburse the Engineer for professional services as follows:

A. Basis of Compensation:

The compensation for SERVICES TO BE PROVIDED BY THE ENGINEER as described in SECTION II above, shall be based on the lump sum amount of $7,800.00.

B. Additional Services:

If ADDITIONAL SERVICES as described in SECTION III are authorized by the Owner, the lump sum compensation for said services shall be increased in a manner mutually agreeable to both the Owner and the Engineer.

C. Payment Schedule:

1. The Engineer shall submit invoices to the Owner on a monthly basis covering services which they have provided during the previous month. Invoices shall be based on the percentage of completion for that month. The Owner shall make payment to the Engineer within a period not to exceed thirty (30) days from the date of each invoice.

2. The Engineer's billings shall be consistent with their progress in completing the services covered by this Agreement.

SECTION V - MISCELLANEOUS

And, finally it is agreed that:

1. Services hereunder shall be carried to completion without undue interruption. Subject to acquisition of essential data from the Owner, the services hereunder shall receive normal priority over subsequent authorizations of other clients of the Engineer.

2. All documents, including drawings, specifications, and computer software prepared by the Engineer pursuant to this Agreement are instruments of service in respect to this pursuit. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this project or any other project. Any reuse without verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation will entitle Engineer to further compensation at a rate to be agreed upon by the Owner and Engineer.

3. In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Owner and the Engineer agree that all disputes between them arising out of or relating to the Agreement shall be submitted to mediation as a condition precedent to any litigation, unless the parties mutually agree otherwise. The parties shall split the mediator's fee equally between them.

4. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the OWNER harmless from any loss, damage, or cost to the extent caused by the ENGINEER'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of the subconsultants or employees of the ENGINEER.

5. ENGINEER TO COMPLY WITH LAW. 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 Agreement because of race, religion, color, sex, disability, national origin or ancestry; in all solicitations Engineer will include the phrase "equal opportunity employer"; if Engineer fails to comply with the manner in which Engineer reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Engineer 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 Engineer is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Engineer 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 Engineer shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions will be binding upon such subconsultant or vendor.

IN WITNESS WHEREOF, the CITY OF LEAWOOD AND GEORGE BUTLER ASSOCIATES INC., Consulting Engineers, by their authorized representatives have hereunto subscribed their names this 15th day of April, 2002.

GEORGE BUTLER ASSOCIATES, INC.
CONSULTING ENGINEERS

BY: _____
Timothy J. Ross, PE.

TITLE: Vice President

ATTEST:

BY: _____

TITLE: _____

CITY OF LEAWOOD, KANSAS

BY: _____

TITLE: Mayor

ATTEST:

BY: _____

TITLE: City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 1703

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['CITY'] AND THE LAW FIRM OF CUNNINGHAM, VOGEL AND ROST, PERTAINING TO THE COMPLETION OF REVISIONS TO THE LEAWOOD DEVELOPMENT ORDINANCE [LDO] [COLLECTIVELY 'THE PARTIES']

WHEREAS, the City entered into an Agreement [the "Agreement"] with Stinson Mag & Fizzell Law Firm to revise certain sections of the Leawood Development Ordinance [LDO], with Dan Vogel, Esq., as the principal coordinator; and

WHEREAS, Dan Vogel, Esq., will be separating from the Stinson Mag & Fizzell Law firm, and become principal partner with the law firm, Cunningham, Vogel & Rost; and

WHEREAS, the City desires to continue to work with Mr. Vogel to complete the revisions to the LDO under the terms and conditions of the Agreement; and

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

SECTION ONE: That the Governing Body hereby authorizes the transfer of the Agreement and the City's files to Cunningham, Vogel & Rost.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3vogel.doc

City of Leawood

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

April 15, 2002

Dan Vogel, Esq.
STINSON MAG & FIZZELL
100 South 4th Street
Suite # 700
St. Louis, MO 63102

Dear Mr. Vogel:

This will confirm that the City of Leawood, Kansas, would like for you to continue your work on the Leawood Development Ordinance matter. We understand that you will be leaving the Stinson Mag law firm and will be a principal in the firm of Cunningham, Vogel and Rost. We also understand that your work will continue to be governed by the terms set forth in the Stinson retainer agreement. We will pay any outstanding amounts due to Stinson and all amounts so paid will be credited against the agreement price.

By copy of this letter, we are authorizing and requesting that the Stinson Mag law firm transfer all City of Leawood files, of whatever nature, including office and electronic files, to the Cunningham, Vogel and Rost firm.

Please let us know if you or the Stinson firm need more information.

Sincerely,

CITY OF LEAWOOD, KANSAS

Peggy Dunn

PEGGY DUNN
Mayor

cc: Stinson Mag, St. Louis Office, Office Manager

I:\vogelletter.doc

RESOLUTION NO. 1704

The Leawood Governing Body has considered the request for approval of a preliminary site plan and rezoning from AG, Agriculture, to REC, Planned Recreational, for 133rd and Mission Park, located at approximately 133rd and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, 133rd and Mission Park, ['Applicant'] submitted a request for a preliminary site plan and rezoning from AG, Agriculture, to REC, Planned Recreational, for 133rd and Mission Park, located at approximately 133rd and Mission Road; and

WHEREAS, 133rd and Mission Park appeared before the Planning Commission on March 26, 2002, and presented such requests for approval; and

WHEREAS, REC zoning is in compliance with the Open Space - Public identified on the 2001 Comprehensive Plan; and

WHEREAS, the site plan includes a trail system that connects to the City's trail system and landscaping to help screen the commercial development to the south;

WHEREAS, the Planning Commission reviewed the application and recommended the rezoning and site plan with no stipulations;

WHEREAS, a protest petition was not filed; and

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 15, 2002; and

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

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

SECTION ONE: The Governing Body hereby approves the applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and rezoning from AG, Agriculture, to REC, Planned Recreational.

Adopted by the Governing Body this 15th day of April, 2002.

Signed by the Mayor this 15th day of April, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

J:\Case02\12-02 133rd and Mission Park\GB - Resolution.DOC

RESOLUTION NO. 1705

The Leawood Governing Body has considered the request for approval of a preliminary site plan and preliminary plat, for Mission Reserve, located at approximately 151st and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Mission Reserve, ['Applicant'] submitted a request for a preliminary site plan and preliminary plat, for real property located at approximately 151st and Mission Road; and

WHEREAS, an existing plan commonly known as Summertree Villas is approved for the property and consists of 44 lots on 23.51 acres for a density of 0.53 acres per unit; and

WHEREAS, the Mission Reserve plat consists of 40 lots on 23.51 acres for a density of 0.59 acres per unit; and

WHEREAS, Mission Reserve appeared before the Planning Commission on March 26, 2002, and presented such requests for approval; and

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

1. The development is limited to 40 single-family lots on 23.51 acres.
2. The developer must pay a Park Impact Fee in the amount of $300 per dwelling unit. The amount to be paid prior to recording of the plat is $12,000.
3. The developer must pay a $200 per lineal frontage along 151st Street and Mission Road. A payment of $115,400 for Mission Road ($200 x 577.00) and $230,416 for 151st Street (1,152.08 x $200) for a total of $345,816 is required prior to recording of the plat.
4. A South Leawood Transportation Impact Fee of $32,620.13 shall be paid prior to recording of the plat. (2.22 miles from 135th Street x $625 x 23.51 acres)
5. The development shall have the following setbacks:
    a. A minimum front yard setback of 22.5' feet.
    b. A minimum side yard setback of 7.5' and 15' between structures.
    c. A minimum 20' street-side setback except on lots 3, 9, 24 and 33 which shall have a minimum setback of 15'.
    d. A minimum rear setback of 25' between structures.
6. The property owner agrees to an exchange of land with the City of Leawood so that the golf cart path of Ironhorse Golf Course no longer encroaches onto the Mission Reserve site.
7. Only Class A tile roofing material may be used on all properties.
8. The lot dimensions shall be provided on the final plat.
9. The applicant shall attempt to retain as many trees as possible outside the 25' golf course easement/no build/no cut line, and a letter shall be submitted to staff identifying which of the existing trees will be retained outside the 25' no cut/no build line prior to grading permit.
10. All trees, which are within the 25' golf course easement/no build/no cut line shall be retained.

11. 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.
12. The 25' golf course easement/no build line must extend along the full extent of the development's southern property line.
13. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
14. The developer shall be required to manage storm water issues regarding the Ironhorse Golf Course in accordance with the letter from Continental Consulting Engineers dated January 31, 2001. This shall include the requirement that the developer be required to clean out the drainage swale prior to, during, and at the conclusion of the construction. Proper erosion control methods will also be used and monitored. Any work done near or on the golf course property shall be coordinated with the golf course superintendent.
15. The developer agrees to resolve any issues of the Ironhorse Golf Course Committee.
16. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to construction of them.
17. Sidewalks are required per street construction standards. Sidewalks shall be provided along both sides of the two cul-de-sacs within the development.
18. Street trees must be installed (planted 40 feet apart on center) on both sides of all public streets and shall be a minimum of 2 ½" caliper.
19. Site distance triangles shall be platted at the intersection of 151st Terrace and Mission Road and the intersection of Catalina and 151st Street.
20. All utilities must be placed underground.
21. At the time of final approval additional information shall be provided for the proposed architectural features, water features, monument signage, elevations of the wrought iron fence and islands in the cul-de-sacs.
22. Appropriate language shall be included in the plat's text detailing the 25' no build/no cut line along the south property line.
23. All regulations of the Public Works department must be resolved prior to recording of the plat, per attached Public Works memo.
24. This preliminary plan approval shall lapse in five years, if construction has not begun on this project or if such construction is not being diligently pursued; provided, however, that developer may request a hearing before the City Council to request an extension of this time period. The City Council may grant such an extension for a definite period of time for good cause shown by the developer.
25. The ponds shall be treated as storm water drainage and shall be subject to those regulations.
26. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-six.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, April 15, 2002; and

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

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

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

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 applicant's request, and the Planning Commission's recommendation of approval for said preliminary site plan and preliminary plat.

Adopted by the Governing Body this 15th day of April, 2002.

Signed by the Mayor this 15th day of April, 2002.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

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

MEMORANDUM

Date: March 6, 2002

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

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

Re: Mission Reserve
Case Number: 06-02

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

1) The Storm Drainage Study is still under review. All issues shall be resolved prior to final site plan approval.
2) The street contractor shall construct sidewalks along the Residential Local Collector off 151st St, within Tracts or within Easements.
3) Provide street lighting along existing Fontana north of Sherwood.
4) Street contractor to install sidewalks along existing Fontana north of Sherwood.
5) The developer shall install a culvert under 151st Terr to convey the 100-year storm.
6) Indicate the FEMA floodplain and the CDM ultimate developed floodplain. These areas shall be in located on tracts and not encroach on lots.
7) Indicate minimum low openings for lots abutting the FEMA floodplain and the CDM ultimate developed floodplain.
8) The grading plans shall include grading the 151st St Right-of-Way to the future grade. The engineer may need to develop the future 151st St centerline grade and cross sections.
9) Remove all trees located within the 151st St Right-of-Way.
10) 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) and APWA Kansas City Section 5600 for storm sewers.

11) The site triangles for all entrances shall be revised to comply with the City of Leawood Development Ordinance, Section 4-6.3.

12) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

13) The 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.

14) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

15) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book

RESOLUTION NO. 1706

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A UTILITY AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS [HEREINAFTER "CITY"] AND KANSAS CITY POWER & LIGHT COMPANY [HEREINAFTER "KCPL"] FOR RELOCATION OF UTILITY FACILITIES PERTAINING TO THE 133RD STREET IMPROVEMENT PROJECT BETWEEN STATE LINE ROAD AND ROE AVENUE

WHEREAS, the City desires to make certain improvements to 133rd Street between State Line Road and Roe Avenue ['Project']; and

WHEREAS, Kansas City Power & Light Company ['KCPL'] currently utilizes various rights-of-way located in and along the Project and the Project will require these utility facilities to be relocated; and

WHEREAS, the City's cost obligation for the relocation of the facilities shall not exceed $16,845.41; and

WHEREAS, both parties have read, understand and agree to the conditions set forth in the Utility Agreement, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

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

SECTION ONE; That the Governing Body hereby approves and authorizes the Mayor to execute the Utility Agreement, attached hereto as Exhibit "A," at a cost to the City in an amount not to exceed $16,845.41.

SECTION TWO; This resolution shall become effective upon passage.

PASSED by the Governing Body this 15th day of April, 2002.

APPROVED by the Mayor this 15th day of April, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Orig. has 4 drawings

Authority: City of Leawood
Project Route: 133rd St., Roe Ave to State Line Rd.
County of Johnson
Distribution Facilities
WR. No. 115077
LINE C.O. No. 7-65349C
B.W.O. No. 7-96307B
R.E. No. 3080

UTILITY AGREEMENT

THIS AGREEMENT is made April 15, 2002, by and between KANSAS CITY POWER & LIGHT COMPANY, a Missouri corporation, with its address at P.O. Box 418679, Kansas City, Missouri 64141, hereinafter called "Company", and The City of Leawood of the State of KS acting by and through the City Council, hereinafter called "City".

WITNESSETH:

WHEREAS, the City proposes to improve and construct a section of Roadway designated as 133rd Street.

WHEREAS, in order to construct and improve said Roadway in accordance with said plans, it will be necessary to adjust certain facilities of the Company so as to maintain the present services of said Company, such changes being generally shown in legend on Company's plans, identified as Company's C.O. No. 7-65349C consisting of four (4) sheet(s) each, which plans are by reference incorporated herein and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Company's facilities which will be relocated and rebuilt include distribution lines which are essential for Company to keep in operation in order to furnish continuous electrical service to Company's customers served by said lines. Therefore, Company may maintain such facilities in their existing locations until such time as new right of way is acquired or made available and/or governmental permits are secured by the Company for placement of its relocated facilities and it has relocated existing facilities or constructed new facilities as required.

Company will proceed with the relocated and/or construction without unreasonable delay after the new right of way is made available.

2. Company shall develop the adjustment costs of the work by using the actual and related indirect costs accumulated in accordance with Company's established work order accounting procedure, and Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals and other necessary costs involved in such work. The City Engineer, or any other authorized agent of the City shall have access at all reasonable times to such Company records.

3. Company shall notify the City of the nature and extent of any substantial change made in the plans hereinabove referred to, and such plans shall thereupon be deemed modified to include such changes.

4. City will reimburse the Company for the cost of adjustments affecting those portions of Company's facilities which were installed on private property and are being relocated due to this project.

5. City's obligation for such relocation is a fixed amount of $16,845.41. Upon completion of the work in accordance with the plans, City will promptly reimburse Company for the cost of such work upon submission of a statement for such cost to the City.

6. The cost breakdown for reimbursement due to required adjustments of the Company facilities which were initially installed on private property is as follows:

LINE EXTENSION	$ 75,811.56
SERVICES	$
TRANSFORMERS & INSTALLATION	$
OPERATION & MAINTENANCE	$ 96.78
ENGINEERING & INSPECTION 10%	$ 7,590.83
REAL ESTATE, SURVEYING & BILLING EXPENSE	$ 985.00
SUB-TOTAL	$ 84,484.17

Reimbursement Underground Private Property = $ 16,845.41

TOTAL FIXED AMOUNT LIABILITY = $ 16,845.41

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be duly executed as of the date first above written.

KANSAS CITY POWER & LIGHT COMPANY

By: Vic Jodts

Vic Jodts, Supervisor, Real Estate Department

CITY OF LEAWOOD, KANSAS

By: Peggy J. Dunn

Title: Mayor

RESOLUTION NO. 1707

RESOLUTION OF RECOGNITION

WHEREAS, Jill Manson began employment with the City of Leawood, Kansas, on January 4, 1982, as a Police Typist; and

WHEREAS, Jill has subsequently served in several progressive positions with the Leawood Police Department as Records Typist, Records Clerk, Executive Secretary, and finally as Administrative Assistant on July 16, 1990; and

WHEREAS, throughout her 20-year career, Jill has demonstrated a commitment to the administrative duties and responsibilities for the Police Department; and

WHEREAS, Jill has demonstrated the same degree of commitment to her co-workers and the community; and

WHEREAS, Jill has proven herself to be a capable and competent professional, has served faithfully, loyally and honorably, and made valuable contributions to the City and the welfare of 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 Jill for her outstanding 20 years of service and dedication to the City, and expresses its gratitude to her for the vital services she has performed and continues to perform.

ADOPTED by the Governing Body this 6th day of May, 2002.

Peggy J. Dunn

Peggy J. Dunn, Mayor

ATTEST:

Debra Harper

Debra Harper, Deputy City Clerk

RESOLUTION NO. 1708

RESOLUTION ACCEPTING THE 2001 COMPREHENSIVE ANNUAL FINANCIAL REPORT [AUDIT] FOR THE CITY OF LEAWOOD, KANSAS

WHEREAS, the City of Leawood, Kansas ['City'] desires to conduct an annual audit of the general purpose financial statements in conformity with accepted accounting principles for the year ending December 31, 2001; and

WHEREAS, the City entered into a Service Agreement with Cochran, Head & Co., P.A., ['Cochran'] on December 3, 2001, to provide such services; and

WHEREAS, Cochran conducted a presentation to the Governing Body on May 6, 2002, demonstrating the results of the audit and was subsequently accepted by the Governing Body.

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

SECTION ONE: The Governing Body does hereby accept the 2001 Comprehensive Annual Financial Report [Audit] as presented by Cochran Head & Co., P.A., at the May 6, 2002, Governing Body meeting,

SECTION TWO: This resolution shall become effective upon adoption.

PASSED by the Governing Body this 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RESOLUTION NO. 1709

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['LEAWOOD'] AND JCI INDUSTRIES ['JCI'] [COLLECTIVELY THE 'PARTIES'] PERTAINING TO THE PUMP REPLACEMENT ON THE CITY HALL FOUNTAIN

WHEREAS, Leawood desires to have repairs conducted on the outdoor fountain located at City Hall; and

WHEREAS, Leawood prepared and distributed a Request for Proposal [RFP] for such repairs; and

WHEREAS, as a result of this RFP process, Leawood has selected JCI, for an amount not to exceed $9,848.00; and

WHEREAS, both parties have read and understand the agreement, attached hereto as Exhibit 'A'.

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 hereby approves and authorizes the Mayor to execute the Agreement, attached hereto as Exhibit 'A,' and incorporated herein by reference, with JCI Industries, to repair the outdoor fountain at City Hall for an amount not to exceed $9,848.00.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

SEAL

Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and JCI Industries, ("Independent Contractor"), dated the ~~26th,~~ 6th day of ~~April,~~ May 2002.

The Independent Contractor is a(n):

- __Individual
- __Sole proprietorship
- __Partnership
- X Corporation

The Independent Contractor is located:

Address:1161 SE Hamblen Rd.
City/State/ZIP: Lee's Summit, Mo. 64081
Business Telephone: 816-585-3320

The Independent Contractor's Social Security or Employer Identification Number is:_ 43-1080077

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: As listed on attached proposal.

Term of Agreement
The services called for under this Agreement shall commence on City's issuance of a notice to proceed.

Terms of Payment
City shall pay the Independent Contractor, the following amounts, according to the following terms and conditions: Independent Contractor shall bill City within 30 days after completion of the Work to Be Performed and City shall pay an amount not to exceed $9,848 within 30 days of receipt of said billing.

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 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:

Insurance shall be provided in the types and amounts listed on the attached proposal.

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: 5/6/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

JCI INDUSTRIES INC

By: [illegible]

Title: V/P

Date: 4/29/02

Proposal to Replace Decorative Fountain Pump

The City of Leawood is accepting proposals to replace the existing pump and any required plumbing to operate a decorative fountain. The work will be performed at the Leawood City Hall located at 4800 Town Center Drive Leawood, Kansas. The Contractor will meet the following conditions and specifications. Please return this completed form by March 20, 2002 to:

City of Leawood
Fountain Pump Replacement
Public Works Department
4800 Town Center Drive
Leawood Kansas, 66211

General Information:

The project will involve the removal and replacement of an existing fountain pump, pedestal, piping, valving and electrical. The Contractor is encouraged to make a physical examination of the area to familiarize themselves with the exact scope of work specified, nature of and any other conditions that may be encountered.

All work requires compliance with any applicable Local, State and Federal regulations, and must be performed to industry standards and practices.

Contractor shall provide to owner, parts, installation and other manuals supplied with the units.

Contractor shall attach all Manufactures and other warranties.

All work must be as shown on the attached plans, note any deviations and attach to your proposal.

DETAILED SPECIFICATIONS:

Remove the existing Hydromatic model SL8 Pump and stand.

Remove as necessary and indicated on the plans, plumbing, valving and electrical to install the new unit. Care must be taken to preserve the pump and stand for reuse.

Upon removal to the parking lot, notify the Public Works Department for transportation off-site.

Provide a new pump specified as follows,
Aurora 360-SEMIOP
1150 RPM
6x5x9 with 8.4375 inch impeller
5 horsepower
230/460 volt, 3 phase

Install the new pump and all materials as listed on the fountain plans and any others necessary for a complete installation.

Install a 11/2" ball valve for draining the unit in the face of the blind flange at it's lowest edge to ensure complete drainage.

Connect and modify as necessary all electrical service to the unit.

Start up unit and ensure proper operation.

Provide training and familiarization of the unit for City Maintenance Personnel.

Contractor will provide all material for a complete and proper installation.

Additional Conditions

If a unit other than the pump specified is to be supplied submit any and all documentation demonstrating equivalency, and obtain City's written consent for substitution.

This work will require the movement of equipment and materials across the exterior courtyard area of City Hall. The courtyard contains brick pavers and other features that must be protected. Vehicle traffic is prohibited on this area. When moving heavy items across these features it will be the Contractor's responsibility to ensure precautions are taken such as plywood or other materials to prevent damage. The Contractor will be responsible for any damage as a result of his/her actions.

The Contractor must comply with applicable requests by Police, Fire and Public Works personnel with regard to facility security. All personnel may be required to carry identification when in the Facilities or on City property.

The Contractor must confine activities to the areas necessary; every effort must be made to minimize disruption to the surrounding areas and activities. Barricades or other devices may be required to safeguard the General Public or other persons.

The Contractor will be responsible for the removal and proper disposal of any waste materials and clean up of his/her work.

The Contractor is required to obtain an occupational license with the City.

Contractor must obtain any permits necessary.

A preconstruction meeting will be held between the Contractor and City prior to commencing activities.

All materials for a complete and finished job as specified must be provided by the Contractor.

Contractor will commence activity within 10 days of the issuance of a notice to proceed. Completion shall be within thirty (30) days. This shall not be binding upon the Contractor if delays are due to actions of the City or other subcontractors not under their control.

Certificate of Insurance

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. City will only accept coverage from an insurance carrier with an A.M. Best's policyholder rating of "A". 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.....$1,000,000.00
(d) Each Occurrence.....$1,000,000.00
(e) Fire Damage.....$50,000.00

Automobile Liability
(a) All autos Combined Single Limits (CSL).....$1,000,000.00
(b) Uninsured motorists.....$1,000,000.00
(c) Excess Liability.....Their Limit
Umbrella policy may be used to meet coverage limits.
Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either of the above specified amounts. Limits of liability protection are the same as the limits for the General Liability section.

3. Workers Compensation (includes "all states" insurance)
(a) Workers Compensation.....Statutory
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. Employers Liability
(a) Bodily Injury by Accident (each accident).....$100,000.00
(b) Bodily Injury by Disease (policy limit).....$500,000.00
(c) Bodily Injury by Disease (each employee).....$100,000.00

5. 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 $10,000.00, 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 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.

Total Cost $ 9,848.00

Contractor agrees to one billing within 30 days of completion of the above described work.

Contractor: JCI Industries

Contractor's Signature: Mal Spindrowski

Title: Municipal Sales

Date: 4 - 1 - 02

Accepted for the City of Leawood by: _____

Title: _____ Date: ____--____--____

For further information contact Howard Mann, Fleet / Facilities Manager at 339-6700 ext. 191.
Note any deviation from requirements in writing and attach.

City of Leawood
Non- Discrimination Statement
In accord with various Federal and State civil rights legislation, the City of Leawood does not discriminate against individuals regardless of race, ethnicity, color, religion, gender, national origin, age, marital status, medical condition or disability.

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: 5/13/02

JCI INDUSTRIES INC
~~Contractor/Principal~~

By: _____
Signature

CORPORATE SEAL

V/P
(Official Title of Signer)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID LS
JCIIN-1

DATE (MM/DD/YY)
04/23/02

PRODUCER

R E Miller Insurance Agency
114 West Gregory Blvd.
Kansas City MO 64114
Phone: 816-333-3000 Fax: 816-822-1634

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

JCI Industries, Inc.
1161 SE Hamblin
Lee's Summit MO 64081

INSURERS AFFORDING COVERAGE

INSURER A:	Hawkeye-Security Ins
INSURER B:	T I G Insurance Co
INSURER C:	RLI Insurance Co
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	000114	10/06/01	10/06/02	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 50000 $ 5000 $ 1000000 $ 2000000 $ 2000000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	000114	10/06/01	10/06/02	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	ERU0005364	10/06/01	10/06/02	EACH OCCURRENCE AGGREGATE	$ 4000000 $ 4000000 $ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	80045485	10/06/01	10/06/02	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
	OTHER					

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

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER: ____

LEAW006

City Of Leawood
Attn: Mary Lumley
Fax #339-9374

Leawood KS 66206

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

Sean R. Miller

© ACORD CORPORATION 1988

RESOLUTION NO. 1710

RESOLUTION APPROVING A GRANT REQUEST IN THE AMOUNT OF $15,000.00, FROM THE COURTNEY S. TURNER FOUNDATION TO ASSIST WITH THE FUNDING OF IMPROVEMENTS TO THE OXFORD SCHOOL, LOCATED AT 135TH AND MISSION ROAD, LEAWOOD, KANSAS

WHEREAS, the Oxford School, ['School'] circa 1877, is currently located at 135th 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 total cost to renovate and relocate the School is approximately $185,000, of which $170,000 has been received; and

WHEREAS, the LHC is requesting a grant in the amount of $15,000 from the Courtney S. Turner Foundation to fully fund 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 $15,000.00, from the Courtney S. Turner Foundation to assist with the funding of improvements to the Oxford School, located at 135th and Mission Road.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

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APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

80

City of Leawood

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

MEMORANDUM

May 6, 2002

TO: Mayor & City Council

FROM: Beverly Hurley, Chairman, Leawood Historic Commission BH

RE: Grant proposal related to Oxford School

Since its inception in 1993, the Leawood Historic Commission has focused substantial effort in saving the Oxford School, circa 1877, located at 135th and Mission Road. Because of its location directly in the path of intensive development, the Oxford School's continued existence requires that it be moved to another location and, thereafter, undergo extensive renovation.

The City of Leawood has provided a new home for the Oxford School in the new Ironwoods Park. Because groundbreaking for the park will take place in May 2002, it will be possible to move the structure sometime during the summer months, after its site is prepared. After the school is moved and renovated, it will become an integral part of the Ironwoods Park facilities, and will be used as a living history site for area residents, particularly students. The Leawood Parks and Recreation Department has already begun preparations for programming at the Oxford School.

The Leawood Historic Commission has successfully raised $170,000 of the $185,000 estimated total cost of this project. The amount available includes $137,000 committed by the Leawood City Council in 1999. The total cost of the project includes $15,000 that has been designated as "long-term or optional costs" in the construction budget. Those items include landscaping, stone foundation facing, security alarm, signage, and fencing.

K:\Clerks\Historic Commission\1briefsheet.doc

Even though those items have been designated "long-term or optional," the Leawood Historic Commission seeks to complete those items contemporaneously with the remainder of the project in order to do so in the most appropriate and economical manner. In particular, the stone facing of the foundation must be completed prior to the placement of the structure on its new foundation. The stone facing will duplicate the appearance of the school's original stone foundation. The Leawood Historic Commission recently approved this budget item, subject to availability of funding.

Timely completion of those items will ensure immediate utilization of the Oxford School for its intended purpose in Ironwoods Park, as well as its security following relocation.

The Leawood Historic Commission has therefore decided to seek additional grant funding for these budget items. A draft grant proposal to the Courtney S. Turner Foundation, which has supported historic preservation efforts in the metropolitan area, 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

City of Leawood

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

May 6, 2002

Courtney S. Turner Foundation
C/o Bank of America, N.A.
1200 Main Street, 14th Floor
Kansas City, MO 64105
Attention: David P. Ross, Senior Vice-President

Re: Grant Application of Leawood Historic Commission

Dear Mr. Ross:

The Leawood Historic Commission (LHC) hereby seeks grant funds from the Courtney S. Turner Foundation for the purpose of funding the relocation and renovation of the historic Oxford School located at 135th and Mission Road. The LHC seeks the assistance of the Courtney S. Turner Foundation because of its interest in, and record of support of, projects promoting regional history and historic preservation.

APPLICANT BACKGROUND

The LHC was created in 1993 by the City of Leawood, Kansas, for the purpose of protecting and preserving the historical, architectural and cultural heritage of Leawood, Kansas, and to make the heritage accessible to its citizens for their use and education. The City of Leawood provides the LHC with a modest annual operating budget. The LHC currently has nine volunteer members who are appointed by the Mayor and approved by the City Council. The LHC conducts monthly business meetings.

SCOPE OF APPLICANT'S WORK

Since its inception, the LHC has focused its efforts on identifying historic sites within the City of Leawood, establishing and maintaining a Leawood Register of Historic Places, compiling and maintaining archival materials relative to Leawood history, and engaging in educational activities relating thereto.

PROJECT FOR WHICH LHC SEEKS FUNDS

The project for which the LHC seeks funds is by far the most significant for the LHC, in terms of both effort and funding, and provided major impetus for the creation of the LHC nine years ago. The Oxford School is located directly in the path of development. It has been known since the LHC's inception that, in order to save the school, it would have to be relocated. In addition to the need for relocation, the school also requires substantial renovation.

SCOPE OF PROJECT

After exploring numerous options over the years, the LHC has located a permanent home for the Oxford School in the new Ironwoods Park, to be located at 146th and Mission Road. The relocated Oxford School has been incorporated into the plans for the new park, a copy of which is attached hereto.

Groundbreaking for the new park will take place early this summer. Immediately after the site becomes accessible and the foundation is completed, the structure will be moved to its new home. After the structure has been moved, it will be renovated consistent with accepted historic preservation standards, with slight modifications allowing for handicap accessibility and modernized utilities.

COST OF PROJECT

The total cost of the project, including items designated long-term or optional improvements, is currently estimated at $185,000. A copy of the construction budget is attached hereto. Although $15,000 of the current budget is designated as "long-term or optional," the items so designated, in order to be executed properly and most economically, should be completed contemporaneously with the remainder of the project.

The LHC currently holds, or has commitments for, $170,000 of the project costs. That amount includes $33,000 from private sources, including other grant funds, and $137,000 budgeted for the project by the City of Leawood. The LHC therefore requires an additional $15,000 for the project to be fully funded.

SIGNIFICANCE OF PROJECT

The Oxford School was built in 1877. 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. In fact, only about a dozen structures dating from the 19th Century exist within the City. It is therefore vitally important for those physical remnants of the City's past to be preserved and protected.

The Oxford School is a one-room schoolhouse typical of the era immediately following Kansas' statehood in 1861. Of course, at that time, and in fact, until quite recently, the school was in a rural location. In the early years of the 20th Century, there were 9100 school districts in the state of Kansas, most of them represented by one-room schoolhouses such as the Oxford School.

The Oxford School was in use as a schoolhouse until the 1950s. Thereafter, it was used for a number of years as a house of worship. In recent years, it has been vacant, and stands on the corner of 135th and Mission Road in the midst of rapid urban expansion as a silent reminder of the area's former identity.

After the Oxford School is moved to its new home in Ironwoods Park, it will be used as a site for living history for students throughout the metropolitan Kansas City region. Programming and maintenance for the Oxford School will be assumed by the Leawood Parks and Recreation Department. The bucolic environment of the park will allow students to experience the one-room schoolhouse in a place that is consistent with its original setting. Plans are already

underway for its regular use as an instructional site for area students, who will have a permanent, accessible location in which to experience education as it was in the earliest years of the region's Euro-American settlement.

AMOUNT OF REQUESTED FUNDING

The LHC requests $15,000 from the Courtney S. Turner Foundation in order to have all funding in place for completion of the project during the 2002 calendar year.

The requested funding will be used for those items designated as "long-term or optional improvements" in the attached construction budget. As indicated above, those items, in order to be completed properly and in a most cost-effective manner, should be completed contemporaneously with the remainder of the project. In particular, the stone facing of the foundation, which will duplicate the Oxford School's original foundation, must be completed prior to the placement of the structure on its new foundation. The completion of this portion of the project was recently authorized by the LHC, subject to acquisition of funding.

In addition, the remaining improvements, including landscaping, alarm system, signage, and fencing, will allow for immediate utilization of the structure for its intended purpose and will ensure its safety after its relocation.

CONCLUSION

The LHC respectfully requests grant funds from the Courtney S. Turner Foundation for the purpose of fully funding the relocation and renovation of the Oxford School. After it is moved to its new home in Ironwoods Park, the Oxford School will once again serve its original purpose as a place of learning for the students of the metropolitan Kansas City region.

Should you require any additional information regarding this application, please do not hesitate to contact me.

Respectfully submitted,

Beverly Hurley
Chairman, Leawood Historic Commission
(913) 451-9023

LWA
Architecture
Planning
Interior Design

LEONARD WILLIAMS + ASSOCIATES

July 12, 2000

OXFORD SCHOOL , LEAWOOD, KANSAS
PRELIMINARY PROJECT CONSTRUCTION BUDGET

RELOCATION/RESTORATION

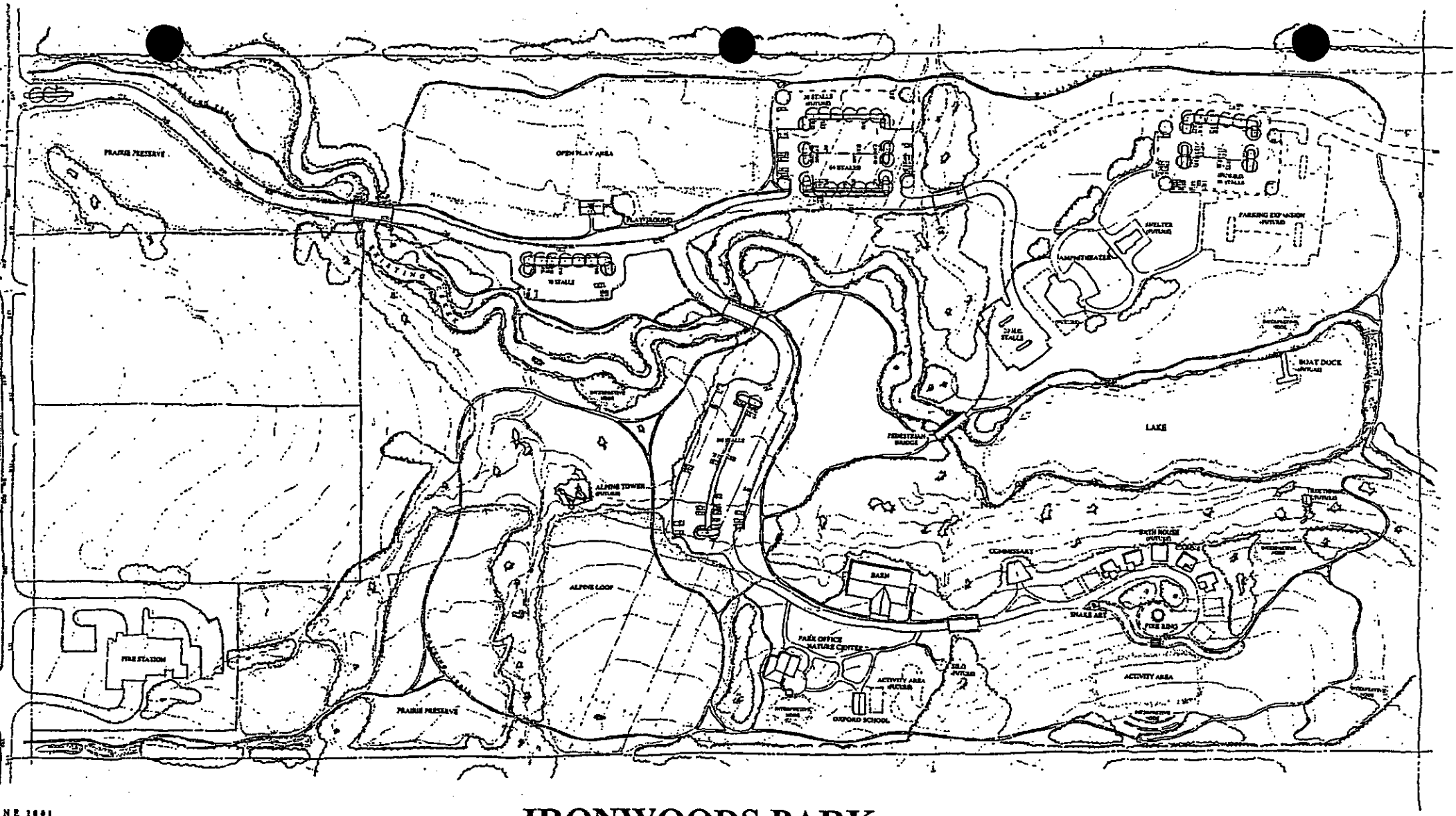
Relocation	
• Relocation/ Moving of Building	$ 20,000
Foundation/ Structure	
• New Foundations & Basement	$ 18,000
• Structural repair after moving, sill plates, rim joists	$ 15,000
Site Development	
• Site Preparation & Development (Parking elsewhere on site)	$ 3,000
• Entrance Sidewalks	$ 3,000
• Sod	$ 1,000
Exterior Development	
• Rebuild Porch	$ 10,000
• Roof: replace existing with wood shingles	$ 8,000
• Exterior Repairs: soffits, fascias, siding, trim	$ 25,000
• Exterior Painting: Prime & paint trim & siding	$ 8,000
Interior Redevelopment	
• Interior Renovation: repair & paint plaster walls; Restore wood floors; repair & paint ceiling.	$ 18,000
Utilities	
• HVAC (electric system)	$ 5,000
• Plumbing: Hand sink & drinking water (may be optional)	$ 5,000
• Electrical Service & Lighting	$ 5,000
SUBTOTAL	**$ 144,000**
Contingency @ 10%	$ 15,000
Architectural/Engineering Fees	$ 11,000
TOTAL	**$ 170,000**

ONE EAST THIRTY-FOURTH STREET KANSAS CITY, MISSOURI 64111 PHONE: 816•756•5533 FAX: 816•756•5585

OXFORD SCHOOL ESTIMATE (CONT.)

Long Term or Optional Improvements

• Landscaping	$ 5,000
• Stone Foundation (stone over concrete)	$ 3,000
• Security Alarm	$ 2,000
• Signage	$ 3,000
• Fencing	$ 2,000



IRONWOODS PARK

SCHEMATIC DESIGN

LEAWOOD, KANSAS

RESOLUTION NO. 1711

RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY FROM SADDLE PROPERTIES, L.L.C., ['SADDLE'] TO THE CITY OF LEAWOOD, KANSAS, ['CITY'], LOCATED SOUTH OF I-435 HIGHWAY AND EAST OF MISSION ROAD

WHEREAS, Saddle Properties, L.L.C., ['Saddle'] is the current owner of real property located south of I-435 Highway and east of Mission Road; and

WHEREAS, Saddle desires to convey the tract of land, described in Exhibit 'A,' attached hereto and incorporated herein by reference, to the City of Leawood, Kansas ['City'].

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

SECTION ONE: That the Governing Body of the City of Leawood, Kansas, hereby accepts the donation of a tract of land from Saddle Properties, L.L.C., located south of I-435 Highway and east of Mission Road, described in Exhibit 'A,' attached hereto and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\31saddle.doc

3418812

Entered in Transfer Record
Date 5-21 20 02
John A. Bartolac, County Clerk
Johnson County, Kansas

208007

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED, made this 16th day of April, 2002, by **SADDLE PROPERTIES, L.L.C.**, a Kansas limited liability company, with a business address of 4000 Main Street, Kansas City, Missouri 64111 ("**Grantor**"), to the **CITY OF LEAWOOD, KANSAS**, a municipal corporation ("**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys unto Grantee, all of Grantor's right, title and interest in and to the following described lots, tracts or parcels of land (the "**Property**"), lying, being and situated in Johnson County, Kansas:

All that real estate described on **Exhibit "A"** attached hereto and incorporated herein by this reference as though fully set forth.

Subject, however, to the following: (i) easements, restrictions, reservations and other matters of record, if any; and (ii) that portion of the Property, if any, in streets, roads and highways.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, in fee simple, forever. Grantor, for itself and its successors and assigns, hereby covenants to Grantee that the Property is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of any kind or nature whatsoever, except as described above, and Grantor hereby warrants the title to the Property and will forever defend the same unto Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed these presents as of the day and year first above written.

STATE OF KANSAS
COUNTY OF JOHNSON } SS
FILED FOR RECORD
8/10 2002 MAY 22 P 12:07
REBECCA L. DAVIS
REGISTER OF DEEDS

SADDLE PROPERTIES, L.L.C., a Kansas limited liability company

SHADY HILL, L.L.C., its managing member

By: _____
Mark B. Sutherland
Managing Member

Attest:
_____
Name: David W. Preston
Title: Member

RETURN TO:
City of Leawood, Kansas
ATTN: Deb Harper,
Dep.City Clerk
4800 Town Center Drive
Leawood, Ks 66211

1342561
1000 CK

BOOK 7835 PAGE 248

ACKNOWLEDGMENT

STATE OF ~~KANSAS~~ Missouri)
) ss.
COUNTY OF Jackson)

On this 16th day of April, 2002, before me appeared Mark B. Sutherland ~~and~~ _____, *to me personally known, who being by me duly sworn, did say that they* are the Managing Member and Member of **SHADY HILL, L.L.C.**, a Kansas limited liability company, which is the Managing Member of **SADDLE PROPERTIES, L.L.C.**, a Kansas limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Managers, and said members acknowledged said instrument to be the free act and deed of said limited liability company.

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

Bambi L Sanchez
Notary Public

My Commission Expires:

BAMBI L. SANCHEZ
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires Apr 8, 2006

Exhibit A

LEGAL DESCRIPTION FOR
PART OF THE NORTH 115 ACRES
W1/2, W1/2 SECTION 10-13-25
CITY OF LEAWOOD
JOHNSON COUNTY, KANSAS

ALL OF THE NORTH 115 ACRES OF THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 13, RANGE 25 IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 435, EXCEPT A TRACT OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 25 EAST JOHNSON COUNTY, KANSAS, BOUNDED BY THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH 115 ACRES OF THE WEST HALF OF SAID WEST HALF; THENCE WEST ALONG THE EXISTING PROPERTY LINE FENCE FOR A DISTANCE OF 260.0 FEET; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID WEST HALF TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY I-435 FRONTAGE ROAD; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST HALF TO THE POINT OF BEGINNING, AND EXCEPT THAT PART IN ROADS AND HIGHWAYS, AND EXCEPT

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 13 SOUTH, RANGE 25 EAST, IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 01 DEGREES 54 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1724.61 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 12 SECONDS EAST A DISTANCE OF 565.80 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 85 DEGREES 24 MINUTES 43 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 17 SECONDS EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 85 DEGREES 24 MINUTES 43 SECONDS WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 17 SECONDS WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 1712

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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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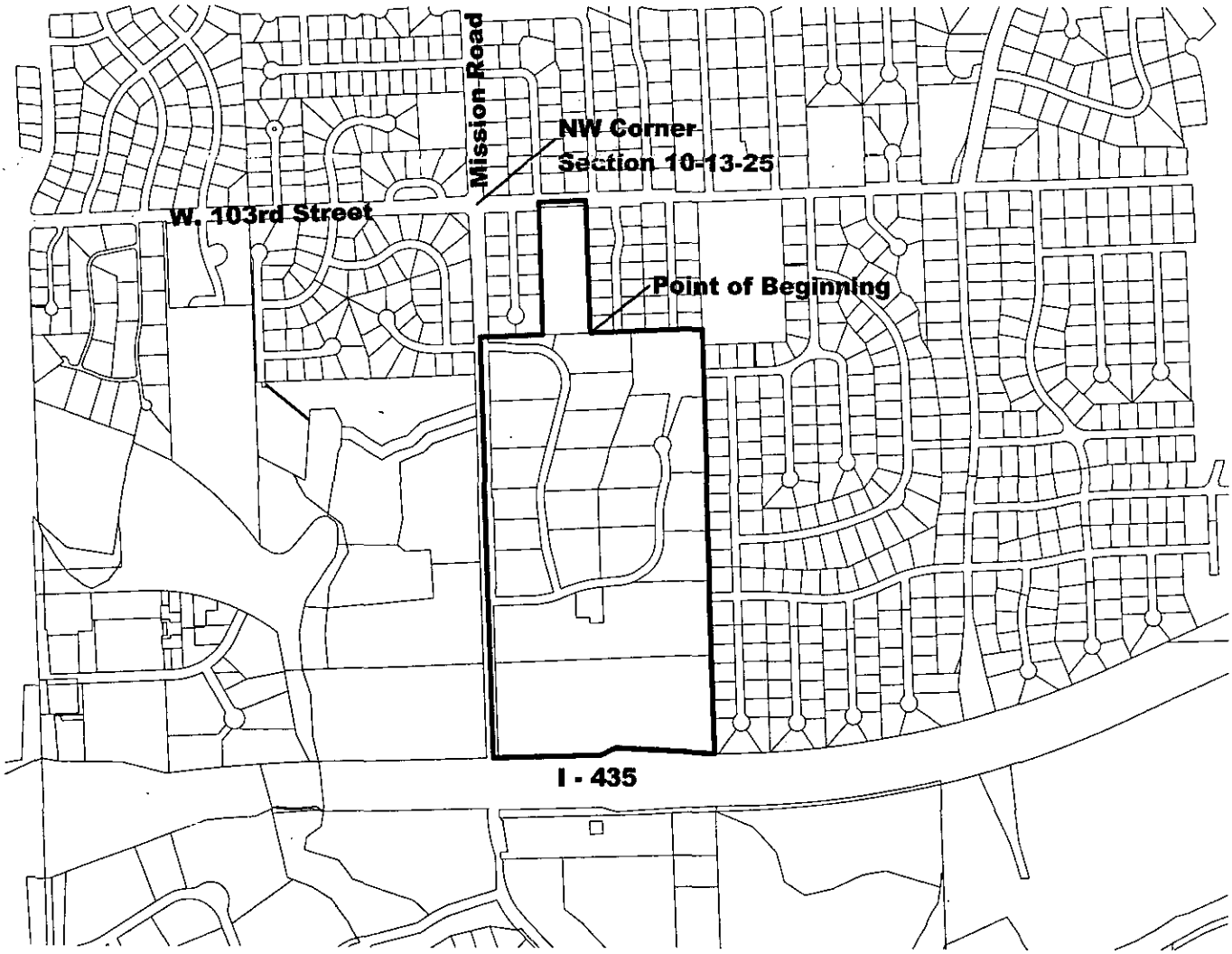
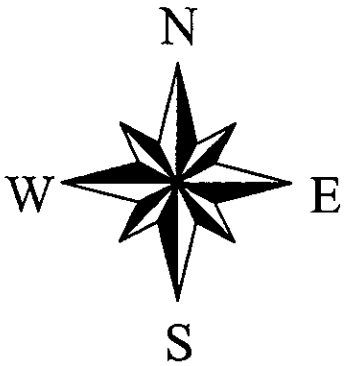
Proposed Enlargement to
Consolidated Main Sewer District of
Johnson County, Kansas



Enlargement Area



Legal Description:

A tract of land in the West ½ of Section 10, Township 13 South, Range 23 East within the City of Leawood, Johnson County, Kansas described as follows:

Beginning at the Southwest corner of Lot 7, Leawood East, a subdivision of land in the City of Leawood, Johnson County, Kansas; thence North along the West line of said subdivision and its extension to the North line of said Section 10; thence West along said Section 10 to its intersection with the Northerly extension of the East line of Dorset Manor a subdivision of land in the City of Leawood, Johnson County, Kansas; thence South along said East line and its extension to a point on the North line of Tract A, Mission Farms 1st Plat, a subdivision of land in the City of Leawood, Johnson County, Kansas; thence West along said North line and its extension to the West line of the West ½ of said Section 10; thence South along said West line to its intersection with the North Right-of-way line of Interstate 435; thence East along said Right-of-way to the Southwest corner of Lot 1276, Leawood Estates, a subdivision of land in the City of Leawood, Johnson County, Kansas; thence North along the West line of said Leawood Estates to the Southeast corner of said Mission Farms; thence continuing North along the East line of said Mission Farms to the Northeast corner of said subdivision; thence West along the North line of said subdivision to the Point of Beginning.

Containing the following subdivisions:
All of Mission Farms 1st Plat.

RESOLUTION NO. 1713

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['LEAWOOD'] AND THE CITY OF OVERLAND PARK, KANSAS, ['OP'] PERTAINING TO IMPROVEMENTS TO 151ST STREET [BETWEEN METCALF AND NALL]

WHEREAS, Leawood and OP desire to make certain improvements to 151st Street between Metcalf Avenue and Nall Avenue [the 'Project']; and

WHEREAS, Leawood and OP entered into an Interlocal Agreement on January 8, 2001, to make improvements to 151st Street between Metcalf and Nall Avenue; and

WHEREAS, Leawood and OP desire to enter into a First Addendum ['Addendum'] to more accurately reflect the estimated costs of the Project; and

WHEREAS, the governing bodies of Leawood and OP are authorized to enter into the Addendum, 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 First Addendum to the Interlocal 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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ADDENDUM TO AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE PUBLIC IMPROVEMENT OF 151ST STREET FROM 77 METERS EAST OF METCALF AVENUE TO 264 METERS EAST OF NALL AVENUE, AND NALL AVENUE FROM 262 METERS SOUTH OF 151ST STREET TO 265 METERS NORTH OF 151ST STREET.

THIS ADDENDUM, made and entered into this 20th day of May, 2002, by and between the CITY OF OVERLAND PARK, KANSAS, ("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 Agreement for the public improvement of 151st Street from 77 meters east of Metcalf Avenue to 264 meters east of Nall Avenue, and Nall Avenue from 262 meters south of 151st Street to 265 meters north of 151st Street, (the "Project") dated February 7, 2000 (the "Original Agreement") set forth costs that must be updated; and

WHEREAS, Overland Park and Leawood desire to enter into an Addendum to more accurately reflect the estimated costs of the Project; 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 Addendum by official vote of the body on the 20th day of May, 2002; and

WHEREAS, the governing body of the CITY OF LEAWOOD, KANSAS, did approve and authorize its mayor to execute this Addendum by official vote of the body on the 6th day of May, 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:

(A) Sub-Paragraph 2.A of the Agreement is hereby amended by replacing the words and number "SIX MILLION EIGHT HUNDRED SIXTY SIX THOUSAND SIX HUNDRED NINETY SIX DOLLARS ($6,866,696)" with the following words and number "SEVEN MILLION, ONE HUNDRED THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS ($7,100,461)".

(B) Sub-Paragraph 2.B (3) of the Agreement is hereby amended by replacing the number "$1,228,854" with the number "$1,162,000".

(C) Sub-Paragraph 2.B of the Agreement is hereby amended by replacing the words and number "TWO MILLION ONE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FORTY TWO DOLLARS ($2,137,842)" with the words and number "TWO MILLION FOUR HUNDRED THIRTY EIGHT THOUSAND FOUR HUNDRED SIXTY ONE DOLLARS ($2,438,461)".

(D) Sub-Paragraph 2.B of the Agreement is hereby amended by replacing the words and number "ONE MILLION SIX HUNDRED SIXTY THREE THOUSAND TWO HUNDRED FORTY ONE DOLLARS ($1,663,241)" with the words and number "ONE MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND ONE HUNDRED TWENTY THREE DOLLARS ($1,897,123)".

(E) Sub-Paragraph 2.B of the Agreement is hereby amended by replacing the words and number "FOUR HUNDRED SEVENTY FOUR THOUSAND SIX HUNDRED AND ONE DOLLARS ($474,601) with the words and number "FIVE HUNDRED FORTY ONE THOUSAND THREE HUNDRED THIRTY-EIGHT DOLLARS ($541,338)".

(F) All provisions of the Original Agreement shall remain in full force and effect, except as specifically modified by this Addendum.

IN WITNESS WHEREOF, the above and foregoing Addendum 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:

_____
Patricia Bennett, City Attorney

RESOLUTION NO. 1714

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND MARRS TREE SERVICE, INC., ["MARRS"] FOR THE TRIMMING AND REMOVAL OF HANGING TREE LIMBS, RELATED TO THE JANUARY, 2002, WINTER ICE STORM, COLLECTIVELY THE PARTIES

WHEREAS, the City experienced a winter ice storm in January, 2002, ['Storm'] that created a significant amount of damage to area trees; and

WHEREAS, the City entered into an Agreement dated March 25, 2002, [Resolution No. 1673] with Marrs to trim approximately 1,000 trees at the unit price of $125.00 per tree, at various locations throughout the City and to remove hanging/broken tree branches resulting from the Storm; and

WHEREAS, it has been determined the City is in need of increasing the number of trees to be trimmed to approximately 3,500 trees at the consistent unit price of $125.00 per tree.

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 First Amendment to the Agreement with MARRS, Tree Service, Inc., attached hereto as Exhibit "A," and incorporated herein by reference.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn

Peggy Dunn, Mayor

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO THE AGREEMENT is entered by and between the City of Leawood, Kansas, ['Leawood'] and Marrs Tree Service, Inc., ['Marrs'] [collectively the 'parties'] this 6th day of May, 2002, and amends the Agreement entered into by the parties and dated March 25, 2002.

WITNESSETH:

WHEREAS, Leawood experienced a winter ice storm in January, 2002, ['Storm'] that created a significant amount of damage to area trees; and

WHEREAS, Leawood entered into an Agreement dated March 25, 2002, [Resolution No. 1673] with Marrs to trim approximately 1,000 trees at the unit price of $125.00 per tree, at various locations throughout the City; and to remove hanging/broken tree branches resulting from the storm; and

WHEREAS, the parties desire to amend the terms of the Agreement by increasing the estimated number of trees to be trimmed.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. The number of trees to be trimmed shall be increased to approximately 3,500 trees.

2. The unit price shall remain at $125.00 per tree.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties executed this First Amendment to the Agreement on the date and year first written above.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

[SEAL]

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ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

Marrs Tree Service Inc

MARRS TREE SERVICE, INC.

by

[Signature]

DON MARRS

[Printed Name]

PRES.

[Title]

1402 S W 51 st

[Address]

Shawnee Ks 66216

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RESOLUTION NO. 1715

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND WEATHER OR NOT, INC., ['WEATHER'] FOR AN AMOUNT NOT TO EXCEED $5,494.50, TO PROVIDE WEATHER SERVICE FORECASTS

WHEREAS, certain city employees need to keep abreast of local current weather conditions; and

WHEREAS, Weather is a company that provides such services; and

WHEREAS, the parties desire to execute an Agreement to allow Weather 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, for an amount not to exceed $5,494.50, between the City and Weather or Not, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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WEATHER OR NOT SM
(913) 722-3955

City of Leawood – Weather Services Contract

This is to confirm that the City of Leawood retains Weather or Not, Inc.sm, (Weather or Not) from May 1, 2002 to April 30, 2003. Forecasts shall be delivered 5:00AM to sunset (May - October) and 24 hours a day (November – April) 7 days a week, with all appropriate updates being made as information becomes available. The City of Leawood may call for updates whenever they choose. Also, the City of Leawood will receive On-Site Weather® for up to 10 pagers. Weather or Not may record telephone calls between weather forecasters and the City of Leawood. City of Leawood understands that these recordings may occur (without further notices) and consents to these recordings.

The all-inclusive fee shall be $440.00 (May - October) and $577.50 (November - April) billable by the first day of each month payable Net 10. A 10% discount shall be offered to the City of Leawood should they choose to make contractual payment in full on a net 10 basis.

The City of Leawood agrees that the information provided by Weather or Not, Inc. as a part of the services shall not be rebroadcast, redistributed, republished or otherwise reproduced, in whole or in part, without the express written consent of Weather or Not.

The City of Leawood acknowledges that forecasting the weather is not an exact science and that Weather or Not has no control over City of Leawood's actions in response to forecasts and information delivered by Weather or Not. Weather or Not shall not be responsible for the acts or omissions of the City of Leawood taken in reliance upon the advice provided by Weather orNot, hereunder. The City of Leawood hereby releases Weather or Not, its representatives, officers, directors, and shareholders from all loss, cost, damage, liability, and expense including actual, consequential, and incidental damages suffered by the City of Leawood or any of its agents, contractors, employees or other third parties as a result of weather conditions, whether or not forecasted by Weather or Not or as a result of any other services provided by Weather or Not.

The City of Leawood hereby agrees that this agreement shall not be assigned or otherwise transferred in whole or in part without the express written consent of Weather or Not. This agreement shall be binding when signed by both parties.

Sara Croke	Joe Johnson	Peggy J. Dunn, Mayor
Weather or Not, Inc	City of Leawood	City of Leawood, Kansas
4/25/02	4/8/2002	5/6/02
Date	Date	Date

6342 Long, Suite D • Shawnee, KS 66216
WeatherOrNot.com

RESOLUTION NO. 1716

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND THE RAIN DOGS ['RAIN DOGS'], PERTAINING TO THE MAY 19, 2002, MUSIC CONCERT SERIES

WHEREAS, the City desires to provide music entertainment at the May 19, 2002 music concert; and

WHEREAS, The Rain Dogs is a professional performing company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Rain Dogs 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 $600.00, between the City and The Rain Dogs, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Karla Peterie – *The Rain Dogs* ("Independent Contractor"), dated the 6th, day of May, 2002.

The Independent Contractor is a (n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address: 137 S. Chelsea
City/State/ZIP: Kansas City, MO 64123
Business Telephone: (816) 483-6468

The Independent Contractor's Social Security or Employer Identification Number is:
492-70-2668

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. Bring our own PA. system.

Term of Agreement
The services called for under this Agreement shall commence on June 23, 2002 and shall be concluded on or before June 23, 2002.

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

- $600.00 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:

- $500,000 in General Liability

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: 5/6/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: Karla R Pitt

Title: Rain Dogs member

Date: 5/20/02

RESOLUTION NO. 1717

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND THE RUMBLEJETTS ['RUMBLEJETTS'], PERTAINING TO THE JUNE 23, 2002, MUSIC CONCERT SERIES

WHEREAS, the City desires to provide music entertainment at the June 23, 2002 music concert; and

WHEREAS, The Rumblejetts is a professional performing company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Rumblejetts 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 $500.00, between the City and The Rumblejetts, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

ATTEST:

Martha Heizer, City Clerk

Peggy Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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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 Matt Riggs- *The Rumblejetts* ("Independent Contractor"), dated the 6th, day of May, 2002.

The Independent Contractor is a (n):

- X Individual
- __ Sole proprietorship
- __ Partnership
- __ Corporation

The Independent Contractor is located at:

Address: 7712 Grand Avenue
City/State/ZIP: Kansas City, MO 64114
Business Telephone: (816) 363-8531

The Independent Contractor's Social Security or Employer Identification Number is:
491-94-7689

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 May 19, 2002 and shall be concluded on or before May 19, 2002.

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

- $500.00 per concert

Post-it® Fax Note 7671	Date 5/14/02	# of pages ▸ 4
To Dani Adams	From Matt Riggs	
Co./Dept.	Co. Rumblejetts	
Phone #	Phone # (816) 474-9280	
Fax # (913) 339-6781	Fax #	

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:

- $500,000 in General Liability

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, Mayor

Date: 5/6/02

(SEAL)

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: Matt Riggs

Title: President

Date: 5/14/02

RESOLUTION NO. 1718

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND THE SIDE BY SIDE SINGERS AND STRUTTERS ['SIDE BY SIDE'], PERTAINING TO THE JULY 4, 2002, CELEBRATION

WHEREAS, the City desires to provide music entertainment at the July 4, 2002, celebration; and

WHEREAS, The Side by Side Singers and Strutters provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Side by Side 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 $150.00, between the City and The Side by Side Singers and Strutters, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Johnson County Park & Recreation District– *The Side by Side Singers & Strutters* ("Independent Contractor"), dated the 6th, day of May, 2002.

The Independent Contractor is a (n):

- __Individual
- __Sole proprietorship
- __Partnership
- __Corporation
- X Other: Government entity

The Independent Contractor is located at:

Address: 311 E. Park, Suite A
City/State/ZIP: Olathe, KS 66061
Business Telephone: (913) 782-1878

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

_____

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 45-minute concert for the July 4th Celebration in Leawood City Park, 10601 Lee Blvd., from 5:00 p.m. – 5:45 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 July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- $150.00 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:

- $500,000 in General Liability

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: 5/6/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

_____

By: _____

Title: _____

Date: _____

Cancelled

Martha Heizer

From: Chris Claxton
Sent: Friday, June 28, 2002 3:57 PM
To: Danielle Adams
Cc: Martha Heizer
Subject: RE: Independent Contractor Agreements for various events

Yes. Wacky Banana was turned over to Janis after Jo left and I am trying to track it down.

-----Original Message-----
From: Danielle Adams
Sent: Friday, June 28, 2002 3:47 PM
To: Chris Claxton
Subject: RE: Independent Contractor Agreements for various events

Chris,
I have all of them except for the Side by Side Singers (the Senior group that cancelled) in an inter-office envelop in my office to send to Martha, as well as, all the certificates of insurance to be sent to Theresa (Martha wants a copy also)...obviously the Wacky Banana contract is not mine. You'll have them first thing Monday.
Dani

-----Original Message-----
From: Chris Claxton
Sent: Thu 6/27/2002 1:39 PM
To: Danielle Adams
Cc:
Subject: FW: Independent Contractor Agreements for various events

Dani

I need these back by the 3rd. Thanks.
-----Original Message-----
From: Martha Heizer
Sent: Wednesday, June 26, 2002 1:11 PM
To: Chris Claxton
Cc: Scott Lambers; Deb Harper
Subject: Independent Contractor Agreements for various events

I haven't received the following fully-executed original agreements for my files:

Matt Riggs - The Rumblejetts - for the June 23rd Music Concert Series

Wacky Banana - for the June 24th - July 19th Camp

Byron Brewer - The Benders - for the July 4th celebration

Karla Peterie - The Rain Dogs - for the July 4th celebration

Johnson County Park & Recreation District - The Side by Side Singers - for the July 4th celebration

RESOLUTION NO. 1719

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND THE RAIN DOGS ['RAIN DOGS'], PERTAINING TO THE JULY 4, 2002, CELEBRATION

WHEREAS, the City desires to provide music entertainment at the July 4, 2002, celebration; and

WHEREAS, The Rain Dogs is a professional performing company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Rain Dogs 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 $300.00, between the City and The Rain Dogs, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Karla Peterie – *The Rain Dogs* ("Independent Contractor"), dated the 6th, day of May, 2002.

The Independent Contractor is a (n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address: 137 S. Chelsea
City/State/ZIP: Kansas City, MO 64123
Business Telephone: (816) 483-6468

The Independent Contractor's Social Security or Employer Identification Number is:
492-70-2668

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 one-hour concert for the July 4th Celebration in Leawood City Park, 10601 Lee Blvd., from 6:00 p.m. – 7:00 p.m.
- Musicians must provide all equipment necessary to perform the above mentioned concert. Use provided PA system / sound man)

Term of Agreement
The services called for under this Agreement shall commence on July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- $300.00 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:

- $500,000 in General Liability

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: 5/6/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: Karla R Putzier

Title: Rain Dogs member

Date: 5/20/02

RESOLUTION NO. 1720

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND THE BENDERS ['BENDERS'], PERTAINING TO THE JULY 4, 2002, CELEBRATION

WHEREAS, the City desires to provide music entertainment at the July 4, 2002, celebration; and

WHEREAS, The Benders is a professional performing company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Benders 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 $1,200.00, between the City and The Benders, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

ATTEST:

Martha Heizer, City Clerk

Peggy Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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wtg. for orig.
5/9

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 Byron Brewer – *The Benders* ("Independent Contractor"), dated the 6th, day of May, 2002.

The Independent Contractor is a (n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address: 708 Lulu
City/State/ZIP: Wichita, KS 67211
Business Telephone: (800) 783-7561

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

_____

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 July 4th Celebration in Leawood City Park, 10601 Lee Blvd., from 7:30 p.m. – 9:30 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 July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- Subject to Item No. 1 and Item No. 2, identified on the attached Schedule 'I,' attached hereto and incorporated herein by reference.
    - $1,200.00 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:

- $500,000 in General Liability

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.

Other
Item No. 3 identified on the attached Schedule 'I,' attached hereto and incorporated herein by reference.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 5/6/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

_____

By: _____

Title: _____

Date: _____

SCHEDULE 'I'

1. **The City of Leawood, Kansas ['Leawood'] will make payments as follows:**
   a. All club and/or Professional organization will make payments in cash.
      1. Checks will be accepted only if cashed on premises by purchaser.
   b. All private engagements will be paid in cash unless other arrangements have been made in advance
   c. All checks will be made out to Byron Brewer
      1. Checks made out to The Benders will not be accepted.

2. **DEPOSITS**

   A non-refundable deposit of $200.00 that applies to final payment is required under the following conditions:

   a. Any outdoor engagement where an alternate bad weather sight is not provided
      1. Bad Weather is defined as:
         a. Weather conditions determined by Byron Brewer to prevent The Benders from performing in a professional and/or safe manner
         b. All Wedding Dances
         c. All Fund Raising Events

3. **ADDITIONAL TERMS AND CONDITIONS**
   a. The Benders and members of the crew will be provided non-alcoholic beverages at no charge
   b. Purchaser will provide a secure and suitable location for dressing and costume changes.

RESOLUTION NO. 1721

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE RETAINER AGREEMENT FOR AN AMOUNT NOT TO EXCEED $12,000.00, BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND SPENCER FANE BRITT & BROWNE, LLP ['SFBB'] TO CONDUCT AN AUDIT OF CURRENT CITY JOB POSITION DESCRIPTIONS FOR ADA AND FLSA COMPLIANCE

WHEREAS, the City desires to perform an audit of job descriptions of all employees and positions and to determinate exempt and non-exempt status under the federal Fair Labor Standards Act [FLSA] and to review essential functions in relation to the Americans with Disabilities Act [ADA]; and

WHEREAS, Request for Proposals [RFP] were distributed to three [3] firms and SFBB responded with the most cost effective option; and

WHEREAS, the parties desire to execute a Professional Services Retain Agreement [the "Agreement"] to allow SFBB 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 Professional Service Retainer Agreement, for an amount not to exceed $12,000.00, between the City and Spencer Fane Britt & Browne, LLP, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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SPENCER FANE
BRITT & BROWNE LLP
ATTORNEYS & COUNSELORS AT LAW

J. NICK BADGEROW
Direct Dial (913) 327-5134
nbadgerow@spencerfane.com

File No. city of leawood

April 17, 2002

Patricia A. Bennett, Esq.
CITY ATTORNEY
City of Leawood
4800 Town Center Drive
Leawood, Kansas 66211

Re: City of Leawood - FLSA Audit

Dear Ms. Bennett:

This will confirm the engagement of Spencer Fane Britt & Browne LLP by the City of Leawood, Kansas, with our appreciation. We understand that we are to provide you with legal advice and services by undertaking an audit of job descriptions for all employees and positions within the City. Our specific task will be to review and analyze current City position descriptions as they relate to the needs of the City of Leawood, and to evaluate the need for (and make recommendations regarding) any changes to the position descriptions with regard to (a) determination of exempt and non-exempt status under the federal Fair Labor Standards Act and (b) the "essential functions" description in job descriptions under the Americans with Disabilities Act. More specific descriptions of the assignment and our tasks are set forth in our response to the Request for Proposal, dated March 29, 2002.

As stated in the response to the Request for Proposal and in our subsequent communications, we will undertake this activity for the lump sum total of $12,000.00. We will submit our statement for this amount at the conclusion of the project. We will submit our statements to your office.

If, during the course of this project, other issues or assignments arise, we will work out a separate engagement with you, for our services to be billed on an hourly basis or on a lump-sum basis as may be negotiated and agreed between us. It is understood that the lump sum reflected by this engagement letter covers only the work set out in this engagement and in the response to the Request for Proposal and no other.

KS 83034.1

For your information, we have enclosed a copy of our Firm's Standard Terms of Engagement for Legal Services. These terms are an integral part of our agreement with the City of Leawood, except as superseded or modified by this engagement letter. Please contact us promptly if you have any questions about the Standard Terms or about this engagement letter.

We are excited about the prospect of representing the City of Leawood, and appreciate your engagement of our services. We look forward to a long and mutually satisfying relationship. We hope that you will feel free to call upon us whenever we may be of assistance in this or any other matter.

Sincerely,

J. Nick Badgerow

JNB/me - Encl.

APPROVED:

CITY OF LEAWOOD, KANSAS

By Peggy J. Dunn

Date: May 6, 2002

SPENCER FANE
BRITT & BROWNE LLP
ATTORNEYS & COUNSELORS AT LAW

Standard Terms of Engagement for Legal Services

This statement sets forth the standard terms of our engagement as your lawyers.

The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited to our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that, for conflict of interest purposes, the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity. For example, if you are a corporation or partnership, our representation does not extend to any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships. If you are a trade association, our representation does not extend to any members of the trade association, unless such members undertake individual arrangements with us.

It is also our policy that, for conflict of interest purposes, the attorney-client relationship will be considered terminated upon our completion of the services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement, as they may be supplemented at that time.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with particular skills or experience in a given area or for the purpose of providing services in the most efficient and timely basis.

How Fees Will Be Set

Our fees for legal services are customarily determined on the basis of an hourly rate. Each of our lawyers and legal assistants has an hourly rate, as determined by the firm's management, consistent with the experience, reputation, and abilities of the lawyers and legal assistants performing the services. The hourly rates of each of our lawyers and legal assistants are reviewed annually to reflect current levels of legal experience, reputation, ability, costs, and other factors.

We will keep accurate records of the time we devote to your work, including negotiations, factual and legal research and analysis, document preparation and revision, and other related matters.

Occasionally we are requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. When requested, we will attempt to furnish such an estimate, based upon our past experience and best professional judgment, but with an understanding that such an estimate is not a maximum or fixed-fee quotation.

For certain well-defined services (for example, a simple business incorporation), we may quote a flat fee. It is our general policy not to accept representation on a flat-fee basis except in such defined-services areas or pursuant to a special arrangement tailored to the needs of a particular client. In all such situations, the flat-fee arrangement will be expressed in a letter setting forth both the amount of the fee and the scope of the services to be provided.

Suite 700, 40 Corporate Woods
9401 Indian Creek Parkway
Overland Park, Kansas 66210-2005
Kansas City, Missouri (913) 345-8100 Fax (913) 345-0736 St. Louis, Missouri
www.spencerfane.com

Out-of-Pocket Expenses

Although substantial expenses incurred on a client's behalf will be sent to the client for direct payment, we often incur and pay on behalf of our clients a variety of smaller out-of-pocket costs arising in connection with legal services. These include charges made by government agencies and service vendors. Some typical costs are long-distance telephone charges; express delivery charges; telefax and telex charges; printing and reproduction costs; filing fees; and travel expenses. We incur outside costs as agents for our clients and incur internal expenses on behalf of our clients, who agree that these costs will be paid on a regular basis.

Retainer and Trust Deposits

New clients of the firm are commonly asked to deposit a retainer with the firm. Two types of retainers are used most frequently. A monthly retainer is an amount billed and paid apart from the usual invoices for services rendered. Part or all of the retainer then is credited to the next invoice. A second type of retainer is a long-term deposit. Unless otherwise agreed, this retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you. If the retainer deposit proves insufficient to cover current expenses and fees on at least a two-month basis, it may have to be increased.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Unless special arrangements are made, interest earned on the trust account is paid to a charitable foundation established in accordance with court rules.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

We are subject to the codes of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example: conflict of interest with another client, misrepresentation or failure to disclose material facts, action contrary to our advice, and nonpayment of fees or costs. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal and, if withdrawal ever becomes necessary, we shall provide the client written notice of our withdrawal.

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally monthly or quarterly, for both fees and disbursements. You agree to make payment within thirty days of receiving our statement. We will give you prompt notice if your account becomes delinquent. If the delinquency continues and you do not arrange satisfactory payment terms, we may withdraw from the representation and may pursue collection of your account.

Client Satisfaction

Our desire is to serve you and meet your legal needs. Client satisfaction is of utmost importance. You should feel free to discuss any aspect of our representation with the principal attorney. We welcome your input to ensure that our legal services meet your needs. We appreciate having the opportunity to be of service to you.

5/99

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: MAY 13, 2002

SPENCER FANE BRITT & BROWNE LLP
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

PARTNER
(Official Title of Signer)

RESOLUTION NO. 1722

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THAT CERTAIN DEVELOPMENT/SETTLEMENT AGREEMENT, DATED APRIL 26, 2000, BETWEEN THE CITY OF LEAWOOD AND SUPERMARKET DEVELOPERS, INC., ['SMD'] PERTAINING TO AN INCREASE IN THE SQUARE FOOTAGE FOR A BANK BUILDING TO BE LOCATED ON THE SOUTHWEST CORNER OF 135TH STREET AND MISSION ROAD AND THE PLACEMENT OF CERTAIN SIGNS

WHEREAS, the City of Leawood, Kansas ['City'] and Supermarket Developers, Inc., ['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 ['First Amendment'] dated May 7, 2001, regarding conveyance of park property; and

WHEREAS, the City and SMD desire to further amend the Agreement to allow construction of a basement for a bank building to be located on the southwest corner of 135th Street and Mission Road and the placement of certain signs.

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 and authorizes the Mayor to execute the Second Amendment to that certain Development/Settlement Agreement, dated April 26, 2000, 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 6th day of May, 2002.

APPROVED by the Mayor this 6th day of May, 2002.

Peggy Dunn

Peggy Dunn, Mayor

SEAL

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

3417294

SECOND AMENDMENT TO DEVELOPMENT/SETTLEMENT AGREEMENT

This Second Amendment to Development/Settlement Agreement is entered into this 6th day of ~~April~~ May 2002, by and between Super Market Developers, Inc. ("SMD") and the City of Leawood, Kansas, a municipal corporation ("City").

WHEREAS, SMD and the City (jointly referred to as "Parties") entered into that certain Development/Settlement Agreement dated April 26, 2000, as amended May 7, 2001 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to again amend the Agreement as follows:

1. Section B.1. of the Agreement provides that the bank/office building to be constructed on Lot 4 shall be limited to 20,000 square feet. The Agreement is hereby modified to allow, subject to planning approval, a basement of approximately 7,000 square feet to be used exclusively for storage, record retention and equipment under said building in addition to the 20,000 square foot limitation. The basement space will not be occupied by personnel and will not be accessible to the public. The amount of square footage that can be developed on Lot 1, Lot 2 and Lot 3 remains unchanged.

2. Section B.29. of the Agreement is hereby amended to add the following language: "Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit or exclude permanent signage otherwise allowed under City Code for tenants of the Market Square development in conformance with the ordinances of the City of Leawood."

NOW THEREFORE, the Parties amend the Agreement as indicated in paragraphs 1 and 2 above. The Parties further agree that the terms of the Agreement not otherwise amended herein shall continue in full force and effect.

[SEAL]

CITY OF LEAWOOD, KANSAS

Peggy Dunn

Peggy Dunn, Mayor

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

STATE OF KANSAS
COUNTY OF JOHNSON] SS
FILED FOR RECORD

$8.00

2002 MAY 17 P 5:57

REBECCA L. DAVIS
REGISTER OF DEEDS

SUPER MARKET DEVELOPERS, INC.

By: Gary L. Phillips

Gary L. Phillips, President

Return to:
City of Leawood
ATTN: DEB HARPER
4800 Town Center Dr.
Leawood, KS 66211

1336661

BOOK 7828 PAGE 716

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss.
COUNTY OF JOHSON)

BE IT REMEMBERED that on this 6th day of ~~April~~ May 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 by hand and affixed my official seal on the day and year aforesaid.

Martha E. Heizer
Notary Public

My Appointment Expires:

NOTARY PUBLIC STATE OF KANSAS
MARTHA E. HEIZER
My Appt. Exp. 6/25/03

STATE OF KANSAS)
) ss.
COUNTY OF WYANDOTTE)

BE IT REMEMBERED that on this 29th day of April, 2002, before me, a Notary Public in and for said county and state, appeared Gary L. Phillips, President of SUPER MARKET DEVELOPERS, INC., and that he, as such, was and is authorized to execute this Agreement on behalf of SUPER MARKET DEVELOPERS, INC., and did so execute the foregoing instrument for the purposes therein contained on behalf of SUPER MARKET DEVELOPERES, INC.,

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

Linda L. Jennings
Notary Public

My Appointment Expires:

Linda L. Jennings
Notary Public – State of Kansas
My Appt. Expires 03/22/2006

RESOLUTION NO. 1723

The Leawood Governing Body has considered the request for approval of a final plat for Whitehorse 5th Plat, located at approximately 148th and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Whitehorse 5th Plat, ['Applicant'] submitted a request for a final plat for real property located at approximately 148th and Nall Avenue; and

WHEREAS, Whitehorse 5th Plat appeared before the Plan Commission on April 23, 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 50 lots on 27.259 acres for a density of 0.54 acres per unit; and

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

1. The plat is limited to 50 lots on 27.259 acres.
2. All common landscape areas must be irrigated.
3. A park impact fee in the amount of $300/ dwelling unit is required. Total payment of $15,000 is required prior to recording the plat.
4. The developer will be responsible for a South Leawood transportation impact fee in the amount of $27,259 is required prior to recording of the plat.
5. The developer is responsible for $200 per front foot for property that abuts Nall Avenue. Total distance equals 1293.35 feet, amounting to $258,670 to be paid prior to recording the plat.
6. A sidewalk plan will be submitted to and approved by the City Engineer prior to recording of the plat.
7. Street trees with a minimum 3-inch caliper will be planted at 40' intervals on center along both sides of all public streets.
8. Lots 14,15,16,17,18 of block 14 and lots 8,9,10,12,13 of block 3 shall not have direct access onto Nall Avenue.
9. The applicant is to meet all Public Works requirements prior to recording of the final plat.
10. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through ten.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, May 20, 2002; 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 20th day of May, 2002.

Signed by the Mayor this 20th day of May, 2002.

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1724

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 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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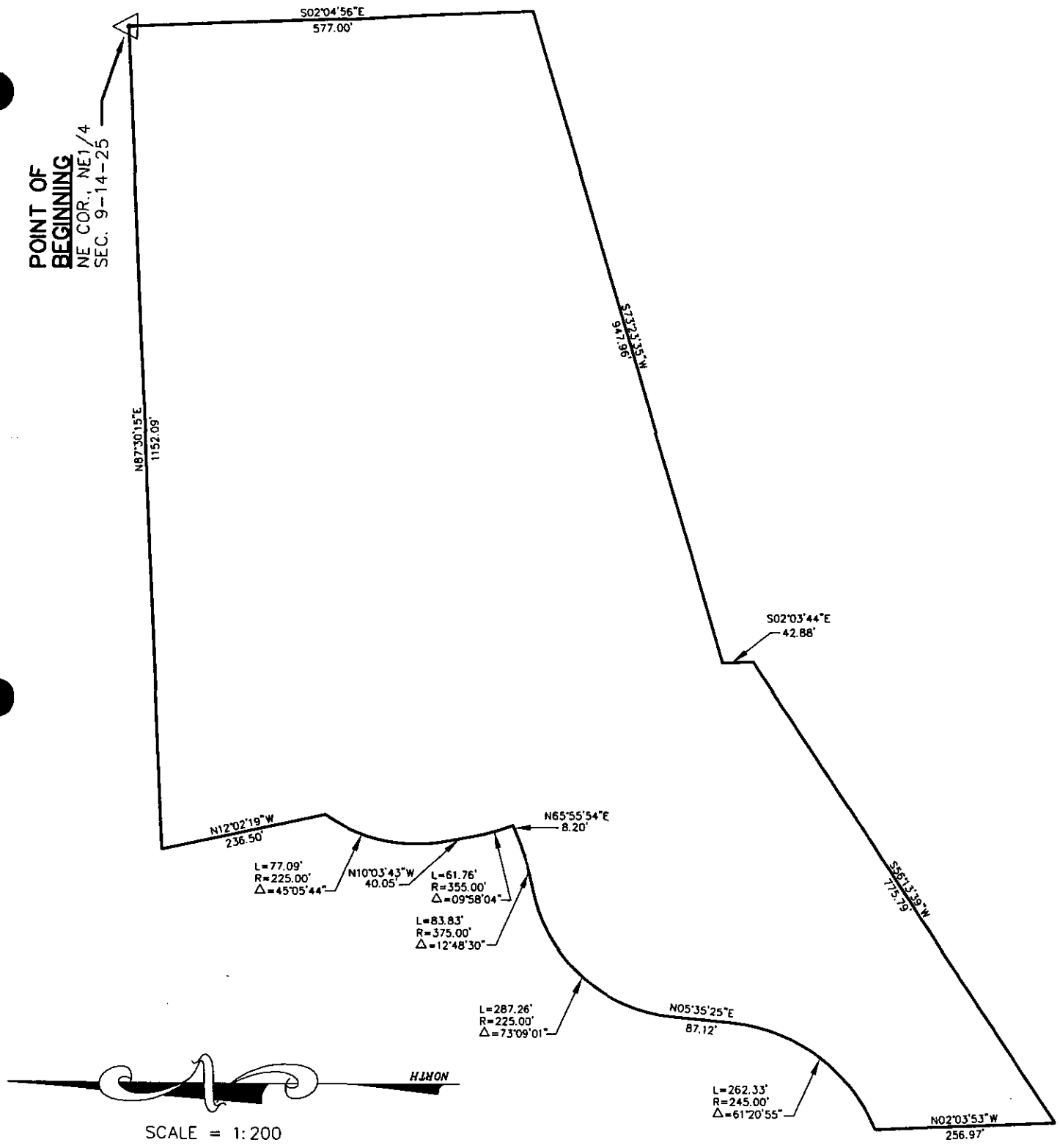

KAW VALLEY ENGINEERING, INC.
14700 W. 114TH TERRACE
tel (913) 894-5150 fax (913) 894-5077
e-mail: kx@kv-inc.com

PROJECT #: C01D0632
MISSION RESERVE
AREA TO BE ADDED TO DISTRICT
EXHIBIT "A"
1" = 200'
EXHIBIT E.DWG

DESCRIPTION:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 14, RANGE 25 IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S02°04'56"E ON THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 577.00 FEET; THENCE S73°23'35"W, A DISTANCE OF 947.96 FEET; THENCE S02°03'44"E, A DISTANCE OF 42.88 FEET; THENCE S56°13'39"W, A DISTANCE OF 775.79 FEET TO A POINT ON THE SOUTHERLY PROLONGATION OF THE EAST LINE OF GUILDFORD DOWNS, A SUBDIVISION IN JOHNSON COUNTY, KANSAS; THENCE N02°03'53"W, ALONG SAID EAST LINE, A DISTANCE OF 256.97 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 61°20'59", AND WHOSE INITIAL TANGENT BEARING IS N66°56'22"E, A DISTANCE OF 262.33 FEET, TO A POINT OF TANGENCY; THENCE N05°35'25"E, A DISTANCE OF 87.12 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 73°08'58", A DISTANCE OF 287.26 FEET, TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF 12°48'31", A DISTANCE OF 83.83 FEET, TO A POINT OF TANGENCY; THENCE N65°55'54"E, A DISTANCE OF 8.20 FEET, TO A POINT ON A CURVE; THENCE NORTHERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 9°58'08", AND WHOSE INITIAL TANGENT BEARING IS N20°01'49"W, A DISTANCE OF 61.76 FEET, TO A POINT OF TANGENCY; THENCE N10°03'43"W, A DISTANCE OF 40.05 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, AND A CENTRAL ANGLE OF 45°05'44", A DISTANCE OF 177.09 FEET; THENCE N12°02'19"W, A DISTANCE OF 236.50 FEET, TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE N87°30'15"E, ON THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1152.09 FEET, TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF IN STREETS OR ROADS, CONTAINS 1,024,170 SQUARE FEET OR 23.51 GROSS ACRES, MORE OR LESS.

HAROLD D. RODGERS
RLS NO. 1261

KAW VALLEY ENGINEERING, INC.
14700 W. 114TH TERRACE
tel (913) 894-5150 fax (913) 894-5977
e-mail: lx@kv-inc.com

PROJECT #: C01D0632
MISSION RESERVE
AREA TO ADDED TO DISTRICT
EXHIBIT "A-1"
1" = 200'
EXHIBIT E.DWG

RESOLUTION NO. 1725

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ['CITY'] AND IOS CAPITAL, INC., ['IOS'] FOR A FIVE [5] YEAR LEASE FOR COPY EQUIPMENT TO BE LOCATED AT THE PUBLIC WORKS MAINTENANCE FACILITY, 14303 OVERBROOK ROAD, [COLLECTIVELY THE 'PARTIES']

WHEREAS, the City desires to lease copy equipment to be placed at the new Public Works Maintenance Facility, 14303 Overbrook Road; and

WHEREAS, IOS has submitted a Lease Agreement; and

WHEREAS, the parties desire to execute said Lease Agreement for five [5] years; and

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 Lease Agreement, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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Wtg for
Orig.

ADDENDUM TO LEASE SCHEDULE

THE PARTIES AGREE THAT THIS ADDENDUM to IOS Capital Lease dated _____, 2002, is incorporated in to such Lease Agreement as if the terms hereof were fully set forth therein.

The parties agree that:

Notwithstanding any provision in the Lease and other attachments thereto and schedules thereof, if any, the City of Leawood is obligated only to pay periodic installments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during such municipality's current budget year or from funds made available from any lawfully operated revenue producing source.

IKON and IOS Capital 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 IKON and IOS Capital shall include the phrase, "equal opportunity employer"; if IKON or IOS Capital fail to comply with the manner in which IKON and IOS Capital report to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, IKON and IOS Capital 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 IKON or IOS Capital is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, IKON and IOS Capital 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 IKON and IOS Capital 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.

CITY OF LEAWOOD, KANSAS

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

IOS CAPITAL

By: _____
[Signature]

Title: _____

Printed Name: _____

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: _____

_____
Contractor/Principal

By: _____
Signature

CORPORATE SEAL

_____
(Official Title of Signer)

IKON The Way Business Gets Communicated™

Maintenance Services / Professional Services Agreement

IKON Marketplace Name: Kansas City
Address: 1220 W. Cambridge Circle, Kansas City, KS 66103
Phone # 913-371-8080
Fax # 913-621-4581

Order # D71150
Date: 05/14/2
Sales Rep # F1S059
Sales Rep Name: John A. Cayot

SHIP TO		BILL TO	
Company: City of Leawood	Account #	Company: City of Leawood	Account # 001.022.004-612.000
Contact: Stacy Nelson Dominick Stasi	e-mail: dominicks@leawood.org	Contact: Marica Putman	e-mail: maricap@leawood.org
Title: Superintendent		Title: Administrative Clerk	
Address: ~~4800 Town Center Dr.~~	Suite/Floor: Adm/Shop Building	Address: 4800 Town Center Drive	Suite/Floor: 2nd Floor WEST
Address: 14303 Overbrook Road	County:	Address:	County:
City: Leawood 66224	State: KS Zip+4: 66224	City: Leawood	State: KS Zip+4: 66211
Phone # 913-339-6700	Fax #	Phone # 913.339.6700 x145	Fax # 913.339.9374
Leasing Source:	Tax Exempt Cert.Attached? ☑ Y ☐ N	P.O.# N/A Exp.Date: —	P.O.Required for Future Orders? ☐ Y ☒ N

SERVICES

Service Description: ☑ MAINTENANCE SERVICES (Break-fix/Repairs) ☐ PROFESSIONAL SERVICES (Connection/Enabler/Application/Assessment)*
* Statement of Work Required

EQUIPMENT

Qty	Model	Description	Serial #	Equip ID #	Base Rate	Block of Hours	Cost of Block of Hours	Meter Read	Meter Type	Scan/Copy Allowance	Overage Rate	Key Operator	Key Operator Fax #	Key Operator e-mail
1	2050	Canon Fax			$780.00									

Third Party Authorization (no signature necessary)
☐ IOSC ☐ Canon ☐ Ricoh ☐ ITT ☐ IMS ☐ ICIT ☐ Other

Customer Authorization (signature required):
☐ Decline IKON Maintenance ☑ Accept IKON Maintenance

Customer Signature: x Peggy J. Dunn Date: 5/20/02
Name (please print): Peggy J. Dunn Title: Mayor

IKON Sales Signature:
Name (please print): Date:

IKON Office Solutions Authorization
Service Approval Signature: Date:
Name (please print): Title:

Customer agrees to purchase and IKON Office Solutions, Inc. ("IKON") agrees to provide the professional and/or maintenance services identified above for the equipment identified above, in accordance with the terms and conditions of this Agreement (including all terms and conditions attached hereto as Exhibit A, all of which are incorporated herein by reference).

Maintenance Service Term
Start Date:
Length: _____ months
End Date:

Payment Details
Amt. Paid:
Check #:

Maintenance Service Offering
☑ Annual Non-Metered
☐ Block of Hours
☐ Base + Overage
☐ Base + Usage
☐ Usage

BILLING (Tax Exempt ? ☐ Yes ☐ No)

Frequency

Base	Overage
☐ Month	☐ Month
☐ Quarter	☐ Quarter
☑ Annual	☐ Annual
	☐ N/A

Group Options
☐ Create Billing Group w/ Group Usage
☐ Create Billing Group w/Individual Usage
☐ Add to Existing Billing

Model #
Serial #

Other Options
☑ Maintenance billed in IOSC Lease
☐ Maintenance included in orde

SPECIAL INSTRUCTIONS
IKON'S ~~4~~ 5 years for the price of ~~3~~ 4.

Maintenance Service Inclusions

Options
Metered Equipment
☐ Parts, Labor, Drums
☐ Supplies *[excludes staples & paper]*
☐ Connectivity/Software
☐ After-Hours Service
☐ Coin Operated
☐ Other (Special Instructions)

Options
Non-Metered Equipment
☑ Parts and Labor
☐ Connectivity/Software
☐ After-Hours Service
☐ Other (Special Instructions)

City of Leawood

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

EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the purchase of tangible personal property or service from:

IOS CAPITAL, INC., d/b/a IKON OFFICE SOLUTIONS "IKON"

is exempt from the tax levied by the Kansas Retailers Sales and Compensating Tax Act for the following reason:

Per K.S.A. 79-3606 (b) all sales of tangible personal property and services, including the renting or leasing of tangible personal property purchased directly by the City of Leawood and used exclusively for use by the City of Leawood are exempt.

The undersigned understands and agrees that if the property or service is used other than as stated above or for any purpose which would not exempt the sale under the act, the undersigned becomes liable for the tax.

Date: 5/15/02

Marica Putman

Marica Putman
Public Works Administrative Clerk

IKON

The Way Business Gets Communicated℠

Image Management Plus

IOS Capital℠

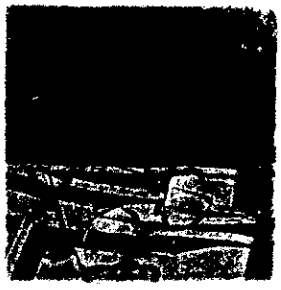

Image Management Plus Agreement

IOSCapital℠

Image Management Plus

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON. When the word "IKON" is used, it is a reference to IKON Office Solutions, Inc., one of the largest distributors of office solutions in the world. When the word "IOS" is used, it is a reference to IOS Capital, Inc., a subsidiary of IKON created exclusively to support IKON. The words "you" and "your" refer to you, our customer. IKON is committed to providing you quality service! You agree that IKON alone is the party to provide all the services set forth below and is fully responsible to you, the customer, for all of the performance commitments and guarantees set forth below. IOS is the party responsible for financing and billing this Image Management Plus Agreement.

GUARANTEES

The Guarantees are only applicable to the equipment ("Equipment") described in the Agreement to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Equipment is accepted by you and apply during IKON's normal business hours, excluding weekends and IKON recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Plus Cost Per Image and the Cost of Additional Images, as described on the Agreement, are guaranteed against any price increase for the term of the Agreement, unless agreed to in writing and signed by both parties.

SERVICE AND SUPPLIES

IKON provides full coverage maintenance including replacement parts, drums, labor and all service calls during normal business hours, excluding weekends and IKON recognized holidays. (Performance issues relating to software and/or connectivity are independent of these guarantees and are covered, if applicable, as outlined in any software/connectivity agreement you may enter into with IKON.) IKON also provides all supplies required to produce images on the Equipment covered under the Agreement, excluding staples. The supplies are provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Agreement. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all machines covered by the Agreement. If this response time guarantee is not met, a credit equal to $100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

The Equipment provided under the Agreement will be operational with a quarterly uptime average of 95% (based on an 8-hour day, during normal business hours, excluding weekends and IKON recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Equipment available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can schedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY

At three months from contract inception and every three months thereafter, IKON will, upon your request, review the image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you decide an upward or downward adjustment of the Guaranteed Monthly Minimum Images is advantageous, a new Agreement must be agreed to and signed by you and IOS. The new Agreement may not be less than the remaining term of the existing Agreement but may be extended for a term equal to that of the original Agreement. Adjustments to Guaranteed Monthly Minimum Images commitment may result in a higher or lower cost per image and monthly payment. A downgrade is limited to 25% of the original Guaranteed Monthly Minimum Images.

UPGRADE GUARANTEE

At any time after six months from contract inception, you may reconfigure the Equipment by adding, exchanging, or upgrading to an item of Equipment with additional features or enhanced technology. A new Agreement of like original term must be agreed to and signed by you and IOS. The Image Management Plus Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Agreement will be based on the Equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is fully committed to performing the Guarantees as outlined above and guarantees the Equipment to perform to manufacturer's specifications. If a performance issue occurs and in the unlikely event that IKON is not able to repair the Equipment in your office, IKON, at IKON's election, will either provide a temporary loaner while the Equipment is being repaired at IKON's service center, or IKON will replace such Equipment with comparable Equipment of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

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IKON: THE WAY BUSINESS GETS COMMUNICATED and IKON OFFICE SOLUTIONS are trademarks of IKON Office Solutions, Inc.

Image Management Plus Agreement

Number: _____

IOS Capital℠

Thank you for choosing IKON! This agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc., which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

CITY OF LEAWOOD
Full Legal Name

14303 OVERBROOK ROAD
Customer Location Address

LEAWOOD JOHNSON KS 66224
City County State Zip

Customer Billing Contact: STACEY NELSON

913 339 6700 (ext)
Phone Fax

4800 TOWN CENTER DRIVE
Customer Billing Address (if different)

LEAWOOD JOHNSON KS 66211
City County State Zip

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	BRN252 R1004/AFICIO 1022	1	BRZB58 PRINT CONTROLLER
1	BRNH01 820 FINISHER	1	BRZM05 - 64MB MEMORY
1	BRZ265 BRIDGE UNIT	1	BRZ15A - NETWORK CARD
1	BRZ263 FAX OPTION	1	BRZ70Y - CABINET

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.)	Cost Per Image	Cost of Additional Images	Guaranteed Minimum Monthly Images	Advance Payment of	Meter Reading/Billing For Additional Images
60	$	$ .0216	3,000	$ — (tax included)	✓ Monthly ___ Quarterly ___ Other
Minimum Payment Without Sales, Use and Property Tax $ 237.00	Payment Due: ✓ Monthly ___ Quarterly			___ Apply to 1st Payment ___ Other	

ADDITIONAL PROVISIONS (list here, if any): _____

Is Tax Exempt ☐ Yes (Attach Exemption Certificate) **Customer Billing Reference Number (P.O.#, etc.)** 001.022.004-612.000

Addendum Attached ☑ Yes **(Check if yes and indicate total number of pages:** TWO (2))

TERMS AND CONDITIONS

1. You agree to use the Equipment listed above and pay the sums described above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** You agree to use this Equipment for the Minimum Term indicated above. **You agree that the Equipment will be used solely for business purposes and not for personal, family, or household purposes and the "Customer Location" is a business address.** IOS's acceptance of this Agreement, when given, will be indicated by its signature below.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (You further agree that the additional terms and conditions on the reverse side of this Agreement are incorporated by reference into this Agreement.)

AUTHORIZED SIGNER FOR CUSTOMER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO.

X _____ Date: 5/20/02 — Mayor — Peggy J. Dunn — x Peggy J. Dunn

(Authorized Signer Signature) (Authorized Signer Printed Name) (Authorized Signer Title)

PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X _____ Date: _____
Guarantor Signature

Home Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ S.S.N.: _____

_____
(Printed Name of Guarantor, Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to the Image Management Plus Agreement Number _____ between IOS Capital, Inc. and _____, as customer ("you"), you hereby certify that each item of Equipment described therein has been delivered, installed and accepted and you agree that each such item of Equipment is in good condition and satisfactory for all purposes of such Agreement.

X _____ Date: _____
Authorized Signer

_____ Printed Name _____ Title

3. Ownership of Equipment; Assignment: We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with IKON, such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.

4. Taxes and Filing Costs: In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.

5. UCC Filing: To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.

6. Warranties: We transfer to you, without recourse, for the term of this Agreement, any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.

7. Maintenance of Our Equipment and Agency: You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition, except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON, IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.

8. Indemnity, Liability and Insurance: (a) The parties to this Agreement will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Agreement except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible for any Claim or other damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

9. Renewal and Return of Equipment: After the minimum term or any extension, this Agreement will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

10. Payments: Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late, you agree to pay a late charge of 5% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay $25 for each check returned for insufficient funds or any other reason.

11. Default: IF YOU DO NOT PAY ANY AMOUNT WHEN DUE, OR BREACH ANY OTHER TERM OF THIS AGREEMENT, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE EQUIPMENT OR IKON). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Agreement. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, assigning assets for the benefit of creditors, filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. Business Agreement and Choice of Law: YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. No Waiver or Set off; Entire Agreement; Delivery & Acceptance Certificate; Vendor Contract: You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be *modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE* "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION. This Agreement represents the entire agreement (including addendums referenced on the face of this Agreement which are signed and attached) between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within 3 business days after any Equipment is delivered. You agree that either (a) you have reviewed, approved, and received, a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier, or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights.

14. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly Images. If you use more than the Guaranteed Minimum Monthly Images in any month, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you will pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

15. Counterparts; Facsimiles: This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile image as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital, Inc.:

Name	Authorized Signer	Title	Date

Image Management Plus Agreement 5.01

IKON

The Way Business
Gets Communicated℠

Lease

IOS Capital℠

Lease Agreement

IOS Capital℠

Choose the supporting document that accommodates your business needs.

Single Agreement Invoice Options

The single agreement may have one or many pieces of equipment.

- **STANDARD INVOICE**

  This invoice bills you for the equipment payment, maintenance, sales tax and property tax. Property tax is assessed by and invoiced in accordance with local jurisdiction and is the responsibility of the equipment user.

- **EQUIPMENT INVOICE SUPPORT (Multi-Asset Billing Support)**

  This lists detailed equipment information such as location addresses, serial numbers, and purchase order numbers.

- **DETAILED INVOICE SUPPORT**

  You select the order of presentation for seven fields of information, to be displayed in a spreadsheet style format. Additionally, the total charges will be listed for each piece of equipment. This document can be subtotaled by the category selected as the first field of information.

Multiple Agreement Invoice Options

Agreements can have one or many pieces of equipment.

- **STANDARD INVOICE**

  This invoice bills you for the equipment payment, maintenance, sales tax and property tax. Property tax is assessed by and invoiced in accordance with local jurisdiction and is the responsibility of the equipment user.

- **COMBINED INVOICE**

  Customers with multiple IOS Capital agreements have the option of combining all or a portion of their accounts on a single invoice. A multi-agreement billing support document accompanies the invoice. It provides individual equipment information and a breakdown of the total billing for each agreement.

- **DETAILED INVOICE SUPPORT**

  You select the order of presentation for seven fields of information, to be displayed in a spreadsheet style format. Additionally, the total charges will be listed for each piece of equipment. This document can be subtotaled by the category selected as the first field of information.

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IKON: THE WAY BUSINESS GETS COMMUNICATED and IKON OFFICE SOLUTIONS are trademarks of IKON Office Solutions, Inc.

Lease Agreement

Number: 071150

IOS Capital℠

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc., which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

City of Leawood
Full Legal Name

14303 Overbrook Road
Customer Location Address

Leawood | KS | 66224
City | County | State | Zip

Customer Billing Contact: Stacy Nelson

913 339 6700 x 123
Phone (ext) Fax

4800 Town Center Dr
Customer Billing Address (if different)

Leawood | KS | 66211
City | County | State | Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Canon 2050 Fax		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term:	Payment Due: (check one)	Payment Without Sales, Use, and Property Tax	Advance Payment: $ ____
60 (months)	☐ Monthly ☒ Quarterly ☐ Other ☐ Step (see attached)	$ 141.00	(Tax Incl'd) by Check # ____ ☐ Apply to 1st Payment ☐ Other ____

ADDITIONAL PROVISIONS (if any) are: ____

Sales Tax Exempt ☒ YES (Attach Exemption Certificate) **Customer Billing Reference Number** (P.O. #, etc.) ____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages) ____

TERMS AND CONDITIONS:

1. Lease Agreement: You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. **You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address.** Our acceptance of this Agreement, when given, is indicated by our signature.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Peggy J. Dunn Date: ____ | Peggy J. Dunn | Mayor
(Authorized Signer Signature) | (Authorized Signer's Printed Name) | (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X ____ Date: ____
Guarantor Signature

Home Address ____

City ____ State ____ Zip ____

____
(Printed Name of Guarantor, Do Not Include Title)

Home Phone ( ) ____ SSN - -

[Tear on perforation]

DELIVERY AND ACCEPTANCE With respect to Lease Agreement No. ____ ("Lease") between IOS Capital, Inc. and ____, as customer ("you"), you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X ____ Date: ____
Signature | Printed Name | Title

Lease Agreement

Number: D71150

IOS Capital℠

Thank you for choosing IKON! This lease agreement ("Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "IKON", we are referring to IKON Office Solutions, Inc., which is the equipment supplier and one of the largest distributors of office solutions in the world. When we use "we", "us", "our" or "IOS Capital", we are referring to IOS Capital, Inc. the wholly-owned captive finance subsidiary of IKON. Our principal corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

City of Leawood
Full Legal Name

14303 Overbrook Road
Customer Location Address

Leawood | KS | 66224
City | County | State | Zip

Customer Billing Contact: Stacy Nelson

913 339 6700 x 123 | |
Phone (ext) | Fax

4800 Town Center Dr
Customer Billing Address (if different)

Leawood | KS | 66211
City | County | State | Zip

EQUIPMENT DESCRIPTION

Quantity	Description, Make, Model & Serial Number	Quantity	Description, Make, Model & Serial Number
1	Canon 2050 Fax		

☐ Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Lease Term:	Payment Due: (check one)	Payment Without Sales, Use, and Property Tax	Advance Payment: $
60 (months)	☐ Monthly ☐ Quarterly ☐ Other ☐ Step (see attached)	$47.00	(Tax Incl'd) by Check # ☐ Apply to 1st Payment ☐ Other

ADDITIONAL PROVISIONS (if any) are:

Sales Tax Exempt ☐ YES (Attach Exemption Certificate) **Customer Billing Reference Number** (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages)

TERMS AND CONDITIONS:

1. Lease Agreement: You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. **You also agree that the Equipment will be used solely for business purposes and not for personal, family or household purposes and the "Customer Location" is a business address.** Our acceptance of this Agreement, when given, is indicated by our signature.
2. Location of Equipment: You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. (The terms and conditions set forth on the reverse side of this page are hereby incorporated herein by reference.)

AUTHORIZED SIGNER

THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X Date: 5/20/02 | Mayor Peggy J. Dunn | X Peggy J. Dunn
(Authorized Signer Signature) | (Authorized Signer's Printed Name) | (Authorized Signer's Title)

PERSONAL GUARANTY

In consideration of IOS Capital's entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IOS Capital may modify the Agreement or make other arrangements with the Customer and I will still be responsible for those payments and other obligations under the Agreement. I agree that IOS Capital need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IOS Capital for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X Date:
Guarantor Signature

Home Address

City | State | Zip

Home Phone ( ) | SSN - -

(Printed Name of Guarantor, Do Not Include Title)

[Tear on perforation]

DELIVERY AND ACCEPTANCE

With respect to Lease Agreement No. _____ ("Lease") between IOS Capital, Inc. and _____, as customer ("you"), you hereby certify that each item of equipment described on such Lease Agreement has been delivered, installed and accepted and you agree that each such equipment is in good condition and satisfactory for all purposes of the Lease Agreement.

X Date:
Signature | Printed Name | Title

Credit Application Number: 071150

IOS Capital℠

CUSTOMER INFORMATION

Business Legal Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

County: _____ **Phone:** _____ **Tax ID:** _____

Trade Style/DBA Name: _____ **Nature of Business:** _____

Type of Business: ❑ Non-Profit ❑ Proprietorship ❑ Partnership ❑ Private Corp. ❑ Public Corp. Date Established: _____

D & B Rating: _____ **D & B Number:** _____ **Marketplace:** _____

BANK REFERENCES

Bank Name / Branch	Contact Officer	Phone	Account No.	CK	SV	LN

Current IKON Customer? ❑ Yes ❑ No

TRADE REFERENCES

Firm Name	Contact	City, State	Phone	Account No.

PRINCIPALS / OWNERS

Full Name	Title	Address	City	State	Zip	SSN

PRODUCTS

IKON Supplier: _____ **Product Description:** _____

Sales Professional: _____ **Location:** _____ **Term in Months:** _____

Payments: ❑ Monthly ❑ Quarterly ❑ Other **Payment Amount $** _____

By signing below, you affirm that the information provided above is true and correct to the best of your knowledge and agree that IOS Capital, or its designees, may conduct a credit investigation contacting the above references, and order a consumer credit report(s) where a personal guaranty may be required. Provided credit is granted, we may without further notice to you, use or request subsequent credit bureau reports (1) to update our information, (2) in connection with a renewal or extension, (3) in connection with your request for additional services.

If your revenues are less than $1 million, and the application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact our Customer Service Manager within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract).

BANK AND TRADE CREDIT INFORMATION RELEASE AUTHORIZATION

To: The bank and trade reference(s) shown above.

Please accept this authorization to disclose to IOS Capital, or its designees, customer information you would normally release to a prospective creditor including: length of time account has been active, average monthly balances, how the account has been handled, and details of any lending relationship.

AUTHORIZED SIGNATURE

X

Name_____

Title_____

Date_____

IOS Capital℠
an IKON Office Solutions Company
P.O. Box 9115, Macon, GA 31208-9115

Invoice Enrollment Form

Quick Steps

STEP 1: Choose an invoice support option below and place a check in the appropriate box.

STEP 2: Select the order of the fields for sorting by numbering your preferred order, beginning with 1. You may select up to 4 of 6 additional information fields.

STEP 3: **For New Customers Only**

Preferred Payment Due Date: _____ (1st through 25th)

Payment Method. Please circle one of the following options:

Check EFT Corporate Credit Card

Billing Contact: _____

E-mail Address: _____

Phone Number: (___) _____ Ext.: _____

A customer service representative may contact you for additional billing information.

Single Agreement Options

- ❑ Standard Invoice
- ❑ Multi-Asset Billing Support
- ❑ Detailed Invoice Support
  - ____Agreement Number
  - ____Cost Center
  - ____Location Address
  - ____Department
  - ____Purchase Order Number
  - ____Make/Model
  - ____Serial Number

Multiple Agreement Options

- ❑ Combined Agreement Invoice
  Multi-Agreement Billing Support
- ❑ Detailed Invoice Support
  - ____Agreement Number
  - ____Cost Center
  - ____Location Address
  - ____Department
  - ____Purchase Order Number
  - ____Make/Model
  - ____Serial Number

3. Ownership of Equipment; Assignment: We are the sole owner and title holder to the Equipment. You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. If you have entered into a maintenance, service or supply agreement with IKON, such agreement will remain in full force and effect with IKON and will not be affected by any such assignment.

4. Taxes and Filing Costs: In addition to the payments under this Lease, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Lease. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.

5. UCC Filing: To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Equipment. At our request you will sign and deliver such documents for filing purposes.

6. Warranties: We transfer to you, without recourse, for the term of this Agreement, any warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE.

7. Maintenance of Our Equipment and Agency: You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' or IKON's specifications and to use only those supplies which meet such specifications. You will keep the Equipment in good condition, except for ordinary wear and tear. If you have contracted for maintenance and support activities from IKON regarding the Equipment, IKON alone is responsible for all of those services. IKON and IOS Capital are not agents for each other.

8. Indemnity, Liability and Insurance: (a) The parties to this Lease will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Lease except to the extent caused by the negligence or intentional acts or omissions of the other. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are fully responsible for any Claim or other damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment and will name us as an additional insured and loss payee on your insurance policy. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.

9. Renewal and Return of Equipment: After the minimum term or any extension, this Lease will renew on a month-to-month basis unless you notify us in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. IKON will bear shipping charges so long as replacement Equipment is selected from IKON.

10. Lease Payments: Payments will begin on the delivery date. You agree to pay us each payment when it is due, and if any payment is more than 10 days late, you agree to pay a late charge of 5% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay $25 for each check returned for insufficient funds or any other reason.

11. Default: IF YOU DO NOT PAY ANY AMOUNT WHEN IT IS DUE, OR BREACH ANY OTHER TERM OF THIS LEASE, YOU ARE IN DEFAULT. IF YOU DEFAULT, WE HAVE THE RIGHT TO EXERCISE ANY AND ALL LEGAL REMEDIES AVAILABLE TO US BY APPLICABLE LAWS, INCLUDING ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER, ANY VENDOR OF THE EQUIPMENT OR IKON). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease. We may repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, your assignment of assets for the benefit of creditors, your filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. Business Agreement and Choice of Law: YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH OUR PRINCIPAL CORPORATE OFFICE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.

13. No Waiver or Set off: You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.

14. Entire Agreement; Delivery & Acceptance Certificate; Vendor Contract: This Lease represents the entire agreement (including addendums referenced on the face of this Lease which are signed and attached) between us and you. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate within three business days after any Equipment is delivered. You agree that either (a) you have reviewed, approved, and received, a copy of the equipment supplier contract covering the Equipment we acquired from the equipment supplier, or (b) that we have informed you by this writing of the identity of the equipment supplier, that you may have rights under the equipment supplier contract, and that you may contact the equipment supplier for a description of those rights.

15. Counterparts; Facsimiles: This Agreement may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") *and shall constitute the single true original agreement for all purposes. If you sign and* transmit this Agreement to us by facsimile, the facsimile copy as received by us shall be binding against you as if it were manually signed. However, no facsimile or other version of this Agreement shall be binding against us until manually signed by us. You agree to deliver the facsimile version of any counterpart of this Agreement with your original signature upon our request.

Accepted by IOS Capital, Inc.:

Name	Authorized Signer	Title	Date

RESOLUTION NO. 1726

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, ['CITY'] AND VANUM CONSTRUCTION, COMPANY, INC., ['VANUM'] PERTAINING TO THE CONSTRUCTION OF IRONWOODS AND I-LAN PARKS [COLLECTIVELY 'THE PARTIES']

WHEREAS, the City desires to made certain improvements to the Ironwoods Park located at 14701 Mission Road and the I-Lan Park, located at 12601 Nall Avenue; and

WHEREAS, the City prepared and distributed bids and as a result of this bidding process, the City selected Vanum Construction Company, Inc.; and

WHEREAS, the parties desire to execute a Construction Agreement [the "Agreement"] in the amount of $5,257,400.00.

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 Construction Agreement, attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out, for the construction improvements Ironwoods and I-Lan Park, in the amount of $5,257,400.00.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

I:\3vanum.doc

CONTRACT AGREEMENT

LEAWOOD PARKS

THIS AGREEMENT, made and entered into this May 29, 2002, by and between the City of Leawood, Kansas, as party of the first part, and hereinafter termed the "Owner", and Varum Construction, Inc. party of the second part, hereinafter termed in this agreement, "The Contractor",

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with law, specifications, plans and other contract documents for the work herein described and has approved and adopted these contract documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnishing materials, labor and equipment for, and in connection with, the construction of: Ironwoods Park, 14701 Mission Road and I-Lan Park, 12601 Nall Avenue. Said work to include: Clearing and grubbing, grading, utilities, lake construction, site lighting, landscaping, drives, parking lots, culvert stream crossings and building construction.

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined and canvassed the proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for constructing said park improvements, and has duly awarded to the said Contractor, a contract therefor for the sum or sums named in the proposal attached to, and made a part of this contract;

NOW THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties to these present have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, or themselves, its, or their successors and assigns, or its, or their executors and administrators, as follows:

ARTICLE 1. That the Contractor will furnish at it's own cost and expense all labor, tools, equipment and materials required, and construct and complete in good first-class and workmanlike manner the work as designated, described and required by the Plans, Specifications and Proposal as being included in, and covered by, the following items of the said Proposal, to wit:

Item 1

All in accordance with the Plans, Specifications, General Conditions, Special Conditions, Advertisement, Instructions to Bidders, Proposal and other specified contract documents on file, all of which the contract documents form the Contract and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the contract) of Five Million Two Hundred Fifty Seven Thousand, Four Hundred ($5,257,400.00) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions hereto attached.

ARTICLE III. That the Contractor will commence work on a date to be specified in a written order form from the Owner, and will complete all work covered by this contract within Fourhundred twenty-five (425) days from the date when the Contract time commences to run.

IN WITNESS WHEREOF, the City of Leawood, Johnson County, Kansas, Owner, has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed seven (7) counterparts of this contract in the prescribed form and manner, the day and year first above written.

PARTY OF THE FIRST PART
CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS

Peggy J. Dunn
Peggy J. Dunn, Mayor

ATTEST:

Martha Heizer
Martha Heizer, City Clerk
(SEAL)

Varum Construction Co. Inc.
PARTY OF THE SECOND PART (CONTRACTOR)

By [signature]
Randy VanSickle
(SEAL)

* *

City of Leawood, Kansas ____________________, 2002. The foregoing contract and bonds are in due form, according to law, and are hereby approved.

[signature]
Attorney for Owner

* Five Million Two Hundred Fifty Seven Thousand Four Hundred and no/100

BOND NO. 08641578

MAINTENANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, Vanum Construction Co. Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto The City of Leawood, Kansas of the Johnson County, Kansas, in the full and just sum of * See Above $ ($5,257,400.00) for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these present.

Dated this 29th day of May, 2002

The conditions of this obligation are such, that whereas upon completion of a contract for the Leawood Parks, (and has been accepted by the City of Leawood, Kansas, as having been built in accordance with the approved plans and specifications with no unacceptable deviations thereof,) has agreed to guarantee the construction and installation, including all materials and workmanship, for the period of two (2) years beginning on the date the City so accepts said work, said date being the formal acceptance date.

NOW, THEREFORE, if said Vanum Construction Co.. Inc. shall guarantee the above work for a period of two (2) years from date of formal acceptance, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and delivered the day and year first above written.

Vanum Construction Co.. Inc.

By: [signature]

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: [signature]
Attorney-in-fact LINDA L. NUTT
Power of Attorney attached

Countersigned:

By: [signature]
~~Kansas Resident Agent~~

LINDA L. NUTT
KANSAS NON-RESIDENT AGENT

THOMAS MCGEE, L.C.
920 MAIN ST., STE. 1700
PO BOX 419013
KANSAS CITY, MO 64141-6013
816/842-4[illegible]0

* Five Million Two Hundred Fifty Seven Thousand Four Hundred and no/100

BOND NO. 08641578

PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the undersigned Vanum Construction Co. Inc. of KANSAS CITY, KANSAS, hereinafter referred to as the "Contractor", and Fidelity and Deposit Company of Maryland a corporation organized under the laws of the State of MARYLAND, and authorized to transact business in the State of Kansas, as Surety, are held and firmly bound unto the City of Leawood, Kansas, hereinafter referred to as "City", in the penal sum of * See above Dollars ($ 5,257,400.00), lawful money of the United State of America, for the payment of which sum well and truly to be made we bind ourselves, and our heirs, executors, administrators, successors and assigns, jointly and severally by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor, has on the 29th day of May, 2007, executed a written contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories, for Leawood Parks designated, defined and described in the Contract and the Conditions thereof, and in accordance with the specifications and plans therefor; a copy of said Contract being attached hereto and made a part hereof;

NOW, THEREFORE, if said Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

Whenever Contractor is declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety shall pay to the City the cost of completion of the work, including the costs of letting the bid or bids necessary for completion.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, said Contractor has hereunto set hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at Kansas City KS, on this, the 29th day of May, 2002

Vanum Construction Co., Inc.

Contractor

By _____ (SEAL)

ATTEST:

Rebecca L. Schmitt

Secretary

Sec / Treas

Title

Fidelity and Deposit Company of Maryland
PO Box 1227
Baltimore, MD 21203
410/539-0800

SURETY COMPANY

By Linda L. Nutt (SEAL)
Attorney-in-Fact LINDA L. NUTT

By Linda L. Nutt
~~Kansas Agent~~ LINDA L. NUTT

KANSAS NON-RESIDENT AGENT

Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.

THOMAS MCGEE, L.C.
920 MAIN ST., STE. 1700
PO BOX 419013
KANSAS CITY, MO 64141-6013
816/842-4800

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents and Attorneys-in-Fact as the business of the Company may [illegible] Assistant Vice-Presidents and Attorneys-in-Fact to execute on behalf of the Company any bonds, undertaking, [illegible] or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, decrees, [illegible] contracts, agreements, deeds, and releases and assignments of judgments, [illegible] affix the seal of the Company thereto."

BOND NO. 08641578

STATUTORY BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we Vanum Construction Co., Inc. as Contractor, and Fidelity and Deposit Company of Maryland with General Offices in the City of BALTIMORE, MARYLAND a corporation organized under the laws of the State of MARYLAND and authorized to transact business in the State of Kansas, as surety are held and firmly bound unto the STATE OF KANSAS, in the penal sum of * see below Dollars ($5,257,400.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present:

* Five Million Two Hundred Fifty Seven Thousand Four Hundred and no/100

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the said Contractor has on the 29th day of May, 2002, entered into contract with the City of LEAWOOD, Kansas, for furnishing all tools, equipment, materials and supplies, performing all labor, and constructing public improvements described in the Contract, all in accordance with specifications and other contract documents on file in the office of the City Clerk of LEAWOOD, Kansas.

NOW, THEREFORE, if the Contractor or the subcontractors of the Contractor shall pay all indebtedness incurred for supplies, materials, or labor furnished, or equipment used or consumed in connection with or in or about the construction or making of the improvements described in the above-mentioned contract documents, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications. The said Surety further agrees that any person to whom there is due any sum for labor or materials furnished, as hereinbefore stated or said person's assigns, may bring action on this bond for the recovery of said indebtedness; PROVIDED, that no action shall be brought on said bond after six (6) months from the completion of said public improvements.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set hand, and the said Surety has caused these present to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at KANSAS CITY, KANSAS, on this, the day 29th of May, ~~19~~ 2002

Vanum Construction Co., Inc.
Contractor

ATTEST:

[signature]
Secretary

By [signature] (SEAL)

Sec. / Treas.
Title

Fidelity and Deposit Company of Maryland
PO Box 1227
Baltimore, MD 21203
410/539-0800
Surety Company

By [signature] (SEAL)
LINDA L. NUTT

By [signature]
Attorney-in-Fact LINDA L. NUTT

By [signature]
~~Kansas~~ Agent LINDA L. NUTT
KANSAS NON-RESIDENT AGENT

(A Statutory Bond is required only in connection with a Contract exceeding ten thousand dollars ($10,000.00) in accordance with K.S.A. 60-1111 as amended.)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

THOMAS MCGEE, L.C.
920 MAIN ST., STE. 1700
PO BOX 419013
KANSAS CITY, MO 64141-6013
816/842-4800

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presiden specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Compa ay ... persons to execute on behalf of the Company any bonds, undertaking, ... assignments of judgements, decrees,

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID - PM VANUM-1

DATE (MM/DD/YY) 05/23/02

PRODUCER

Thomas McGee, L.C.
[illegible]0 Main, Suite 1700
[illegible]sas City MO 64105
Phone: 816-842-4800 Fax: 816-472-5018

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

INSURED

Vanum Construction, Inc.
1400 Kansas Avenue
Kansas City KS 66105

INSURER A:	Bituminous Insurance Companies
INSURER B:	Union Insurance Company*
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Per Project Agg [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	CLP3138406	04/09/02	04/09/03	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000 1000000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [ ]	CAP3138406	04/09/02	04/09/03	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10000	A4879061	04/09/02	04/09/03	EACH OCCURRENCE AGGREGATE 	$ 5000000 $ 5000000 $ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3138402	04/09/02	04/09/03	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
	OTHER					

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

Project: Leawood Parks. Ironwoods Park, 14701 Mission Road, City Project #116 & I-Lan Park, 12601 Nall Ave., City project #111. The City of Leawood is named as an additional insured.

CERTIFICATE HOLDER | N | ADDITIONAL INSURED; INSURER LETTER: ___

LEAWCI2

City of Leawood
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 1727

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND WESTERN ENTERPRISES, INC., ['WESTERN'], PERTAINING TO THE JULY 4, 2002, CELEBRATION AT CITY PARK

WHEREAS, the City desires to provide a firework display at the July 4, 2002, celebration ['Celebration']; and

WHEREAS, Western Enterprises, Inc., ['Western'] is a professional pyrotechnic company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Western 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 $20,000.00, between the City and Western Enterprises, 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 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Western Enterprises, Inc. ("Independent Contractor"), dated the 20th, day of May, 2002.

The Independent Contractor is a (n):

- __Individual
- __Sole proprietorship
- __Partnership
- XCorporation

The Independent Contractor is located at:

Address: P.O. Box 60
City/State/ZIP: Carrier, OK 73727
Business Telephone: (800) 375-2204

The Independent Contractor's Social Security or Employer Identification Number is:
731007014

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 twenty-minute fireworks display to be held on July 4, 2002 in City Park.
- Secure, prepare and deliver said fireworks as outlined, or will make necessary substitutions of equal or greater value.
- Include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
- The Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might have not ignited. Any such material, found by any person other than the Operator, shall be turned over to the Operator for safekeeping or disposal of said material.
- Furnish the secured minimum safety distances established after an onsite inspection of the proposed firing location.
- Provide adequate police protection and/or other adequate security to maintain these distances, and also agrees to have a fire truck available on location during the display.

Term of Agreement
The services called for under this Agreement shall commence on July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- The sum of $20,000 to be paid within fifteen days after the date of the display.

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:

- A Certificate of Insurance covering the fireworks display will be provided covering the amount of $5,000,000 broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of $5,000,000 Combined Single Limit.

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.

Other

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 5/20/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: _____

Title: PRESIDENT

Date: 5-28-02

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: 5-28-02

JAMES V. Butnett
~~Contractor~~/Principal

By: James V. Butnett
Signature

CORPORATE SEAL

PRESIDENT
(Official Title of Signer)

RESOLUTION NO. 1728

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND FUN SERVICES ['FUN'], PERTAINING TO THE JULY 4, 2002, CELEBRATION AT CITY PARK

WHEREAS, the City desires to provide entertainment at the July 4, 2002, celebration ['Celebration']; and

WHEREAS, Fun Services, ['Fun] is a professional company that provides such equipment; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Fun to provide such equipment for the entertainment at the celebration.

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 $2,000.00, between the City and Fun Services, 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 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

ATTEST:

Martha Heizer, City Clerk

Peggy Dunn, Mayor

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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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 Fun Services ("Independent Contractor"), dated the 20th, day of May, 2002.

The Independent Contractor is a (n):

- __Individual
- __Sole proprietorship
- __Partnership
- X Corporation

The Independent Contractor is located at:

Address: 7803 Meadow View Drive
City/State/ZIP: Shawnee, KS 66227
Business Telephone: (913) 441-9200

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

_____

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:

- Provide the following pieces of equipment for the July 4th Celebration in City Park:
  - Space Shuttle Turbo Slide
  - Trackless Train
  - Swing Ride
  - Labor (7 hours) for Swing Ride
- Deliver, Set up and Tear down the above-mentioned equipment.

Term of Agreement
The services called for under this Agreement shall commence on July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- The sum of $2,000
  - $1,000 deposit required four weeks prior to event

- $1,000 balance due upon delivery

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:

- A Certificate of Insurance covering $2,000,000 in general liability.

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.

Other

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 5/20/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: [illegible]

Title: President

Date: 5/30/02

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YYYY) 06/10/2002

PRODUCER

Chris-Leef General Agency, Inc.
P. O. Box 3747
Shawnee Mission, KS 66203

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.

COMPANIES AFFORDING COVERAGE

INSURED

FUN SERVICES OF K.C., LLC
7803 MEADOW VIEW
SHAWNEE, KS 66218

COMPANY LETTER A
NAUTILUS INSURANCE CO.

-- REVISED --

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR ANY 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.

CO LR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRES	LIMITS	
A	GENERAL LIABILITY	NC 16996	06/01/2002	06/01/2003	GENERAL AGGREGATE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$ 1,000,000
	CLAIMS MADE [X] OCCUR.				PERSONAL & ADV. INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any One Fire)	$ 50,000
					MED. EXP. (Any One Person)	EXCL --
	AUTOMOBILE LIABILITY				BODILY INJURY (Per Person)	
	ANY AUTO				BODILY INJURY (Per Accident)	
	ALL OWNED AUTOS (PRIV. PSGR.)				PROPERTY DAMAGE	
	ALL OWNED AUTOS (OT.TH. PR. PR.)				BODILY INJURY & PROPERTY DAMAGE COMBINED	
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	
	UMBRELLA FORM				AGGREGATE	
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS (SUBJECT TO ALL COMPANY AND POLICY TERMS, FORMS, CONDITIONS, AND ENDORSEMENTS.)

DATE OF EVENT: 08-02-2002

CERTIFICATE HOLDER

THE CITY OF LEAWOOD KANSAS
[illegible]00 TOWN CENTER DRIVE
ATTN: DANI ADAMS
LEAWOOD, KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 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

/BL

RESOLUTION NO. 1729

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CREATIVE CARNIVALS & EVENTS, LLC, ['CARNIVAL'], PERTAINING TO THE JULY 4, 2002, CELEBRATION AT CITY PARK

WHEREAS, the City desires to provide entertainment at the July 4, 2002, celebration ['Celebration']; and

WHEREAS, Creative Carnivals & Events, LLC, ['Carnival] is a professional company that provides such equipment; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Carnival to provide such equipment for the entertainment at the celebration.

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 $3,675.00, between the City and Creative Carnivals & Events, LLC, 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 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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To: Dani Adams

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 Creative Carnivals & Events, LLC ("Independent Contractor"), dated the 20th, day of May, 2002.

The Independent Contractor is a (n):

- __Individual
- X Sole proprietorship
- __Partnership
- X Corporation

The Independent Contractor is located at:

Address: P.O. Box 6674
City/State/ZIP: Leawood, KS 66206
Business Telephone: (913) 642-0900

The Independent Contractor's Social Security or Employer Identification Number is: 48-1244510

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:

- Provide the following pieces of equipment for the July 4th Celebration in City Park:
  - Large Moonwalk
  - Dudley the Dragon
  - Giant Double Bay Slide
  - Obstacle Course
  - Dunk Tank
  - Radar Speed Throw
- Deliver, Set up and Tear down the above-mentioned equipment.
- Provide the following entertainment for the July 4th Celebration in City Park:
  - Petting Zoo
  - Organ Grinder
  - Stilt Walker/Juggler

Term of Agreement
The services called for under this Agreement shall commence on July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- The sum of $3,675
  - $1,000 deposit required no less than four weeks prior to event
  - $2,675 balance due upon delivery

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:

- A Certificate of Insurance covering $2,000,000 in general liability.

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.

Other

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 5/20/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Creative Carnivals + Events

By: Sondra Wilson

Title: Owner/Operator

Date: 6/25/02

RESOLUTION NO. 1730

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND WACKY BANANA FITNESS COMPANY, ['WACKY'], PERTAINING TO THE SUMMER CAMP PROGRAM

WHEREAS, the City desires to provide specialized preschool day camp services through the summer; and

WHEREAS, Wacky Banana Fitness Company, ['Wacky'] is a professional company that provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Wacky 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 $7,800.00, between the City and Wacky Banana Fitness Company, 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 20th day of May, 2002.

APPROVED by the Mayor this 20th day of May, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas municipal corporation located at 4800 Town Center Drive, Leawood, Kansas, and Wacky Banana, F.E.C. ("A Corporation"), dated the ~~15th~~ 20th day of ~~April~~ May, 2002.

The Independent Contractor is a(n):

__ Individual

__Sole proprietorship

__Partnership

X Corporation

The Independent Contractor is located at:

Address: 804 W. 48th Street
City/State/ZIP: Kansas City, Missouri 64112
Business Telephone: 816-531-8032

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

48-1151348

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:

Wacky Banana will provide three weeks in the summer of fitness fun, via a camp setting, for ages 3-6 years old. They will be offering a morning and an afternoon camp session. Each week shall have a different theme: 1st week-Clownin Around, 2nd week-Rompin and Rollin, 3rd week-Bounce-A-Roo. Wacky Banana will provide all of the equipment for the camps and will provide the facilities for the camp at the location of 11320 W. 135th Street.

Term of Agreement
The services called for under this Agreement shall commence on June 24, 2002 and shall be concluded on or before July 19, 2002.

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

$65.00 per camper, for a total amount not to exceed $7,800.

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:

$2,000,000 General Liability

Termination of Agreement
City may terminate this Agreement at any time. Independent Contractor may terminate this Agreement upon 90 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

[SEAL]

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 5/20/02

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Janet Epstein

Janet Epstein, Wacky Banana F.E.C.

Date: 7/1/02

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: 7/1/02

Janet Epstein/Wacky Banana
Contractor/Principal

By: Janet L Epstein
Signature

CORPORATE SEAL

(Official Title of Signer)

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Rev. 04/02

CERTIFICATE OF LIABILITY INSURANCE

DATE 07/01/2002

PRODUCER
Blue Valley Insurance Agency(2)
11020 King Street, STE. 102
Overland Park KS 66210-

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
WACKY BANANA FITNESS ENTERTAINMENT
11366 STRANG LINE ROAD, STE. G
OLATHE KS 66061-

INSURERS AFFORDING COVERAGE

INSURER A: MARKEL INSURANCE COMPANY
INSURER B: LIBERTY MUTUAL INSURANCE COMPANY
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	9502HF036602-8	06/21/2002	06/21/2003	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 5,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 1,000,000
					PRODUCTS - COMP/OP AGG	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE				EACH OCCURRENCE	$
					AGGREGATE	$
	[ ] DEDUCTIBLE					$
	[ ] RETENTION $					$
						$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	433793300	12/13/2001	12/13/2002	WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$ 100,000
					E.L. DISEASE - EA EMPLOYEE	$ 100,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
A	OTHER Accident & Health Policy	4102HF036609	06/21/2002	06/21/2003		2,000,000

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

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER:

City of Leawood
Attn: Eric Ehly

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Tim Olsinger

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RESOLUTION NO. 1731

RESOLUTION APPROVING THE CONVEYANCE OF PERSONAL PROPERTY FROM H & S BUILDERS, INC., ['H & S'] TO THE CITY OF LEAWOOD, KANSAS, ['CITY'], [COLLECTIVELY THE 'PARTIES'] PERTAINING TO THE RELOCATION OF THE HISTORIC STONE RAILROAD BRIDGE

WHEREAS, H & S is the current owner of a portion of personal property, specifically an historic stone railroad bridge ['Bridge'] located within Lot 23, The Village of IRONHORSE; and

WHEREAS, H & S desires to convey that portion of personal property to the City; and

WHEREAS, the parties desire to execute an Agreement to Convey Personal Property to allow H & S to convey that portion of personal property to the City.

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

SECTION ONE: That the Governing Body of the City of Leawood, Kansas, hereby authorizes the Mayor to execute the Agreement to Convey Personal Property, attached hereto as Exhibit 'A,' and incorporated herein by reference as if fully set out, to provide for the conveyance of the personal property, specifically an historic stone railroad bridge, located within Lot 23, The Village of IRONHORSE to the City of Leawood, Kansas.

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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AGREEMENT TO CONVEY PERSONAL PROPERTY

THIS AGREEMENT, made this 3rd day of June, 2002, by and between **H & S Builders, Inc.**, a Kansas Corporation, and the **City of Leawood, Kansas**, a municipal corporation, ("City").

WTINESSETH:

That in consideration of the sum of One Dollar ($1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged, H & S Builders, Inc. does hereby convey and grant to the City of Leawood, Kansas, its successors and assigns, such personal property commonly known as the Historic Bridge, located, in part, on real property owned by H & S Builders, Inc., with such location described as follows:

LOT 23, THE VILLAGE AT INRONHORSE, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

H & S Builders, Inc., warrants it has good and legal title to said personal property, full authority to convey said property, and that said property shall be conveyed free and clear of all liens, encumbrances, liabilities and adverse claim of every nature and description whatsoever. Said personal property is conveyed in "as is" condition and shall be conveyed in its present condition.

H & S Builders, Inc., agrees to grant to the City temporary access to the above described real property for the ingress and egress of equipment and personnel for construction purposes associated with the removal and transport of the Historic Bridge.

City shall at all times use all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless H & S Builders, Inc. from any and all damage, injury and expense caused by the negligence of the City, its successors and assigns, related to the removal of said Historic Bridge. City does hereby release H & S Builders, Inc., its successors and assigns, from any and all claims, actions, suits, demands, agreements, liabilities, and judgments relating to the conveyance and removal of said Historic Bridge. Furthermore, H & S Builders, Inc., does hereby release City, its successors and assigns, from any and all claims, actions, suits, demands, agreements, liabilities, and judgments relating to the conveyance and removal of said Historic Bridge and any associated restoration of property.

APR 25 2002

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

THE CITY OF LEAWOOD, KANSAS

By: Peggy Dunn
Peggy Dunn, Mayor

Date: 6/3/02

H & S BUILDERS, INC.

By: H&S Builders, Inc.
Name: LeRoy J. Stocks
Title: president

Date: 4-29-02

ATTEST:

Martha Heizer
Martha Heizer, City Clerk

ACKNOWLEDGMENT

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

BE IT REMEMBERED, that on this 29th day of April, 2002, before me, the undersigned, a Notary Public in and for said County and State came LeRoy Stocks, who is known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of same on behalf of **H & S Builders, Inc.**

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

NOTARY PUBLIC – State of Kansas
CHRISTOPHER A. REYNOLDS
My Appt. Expires Aug 2, 2004

Chris Reynolds
Notary Public

My Commission Expires: Aug 2nd 2004

ACKNOWLEDGMENT

STATE OF KANSAS]
] *ss.*
COUNTY OF JOHNSON]

BE IT REMEMBERED that on this 3rd day of June, 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 my official seal on the day and year aforesaid.

Martha E. Heizer
Notary Public

My Commission Expires:
June 25, 2003

NOTARY PUBLIC STATE OF KANSAS
MARTHA E. HEIZER
My Appt. Exp. 6/25/03

RESOLUTION NO. 1732

RESOLUTION APPROVING THE CONVEYANCE OF PERSONAL PROPERTY FROM JOSEPH AND BRENDA VRABEL, ['VRABEL'] TO THE CITY OF LEAWOOD, KANSAS, ['CITY'], [COLLECTIVELY THE 'PARTIES'] PERTAINING TO THE RELOCATION OF THE HISTORIC STONE RAILROAD BRIDGE

WHEREAS, Vrabel is the current owner of a portion of personal property, specifically an historic stone railroad bridge ['Bridge'] located within Lot 6, Block 3, Leawood Mission Valley, First Plat; and

WHEREAS, Vrabel desires to convey that portion of personal property to the City; and

WHEREAS, the parties desire to execute an Agreement to Convey Personal Property to allow Vrabel to convey that portion of personal property to the City.

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

SECTION ONE: That the Governing Body of the City of Leawood, Kansas, hereby authorizes the Mayor to execute the Agreement to Convey Personal Property, attached hereto as Exhibit 'A,' and incorporated herein by reference as if fully set out, to provide for the conveyance of the personal property, specifically an historic stone railroad bridge, located within Lot 6, Block 3, Leawood Mission Valley, 1st Plat, to the City of Leawood, Kansas.

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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AGREEMENT TO CONVEY PERSONAL PROPERTY

THIS AGREEMENT, made this 3rd day of June, 2002, by and between **Joseph E. Vrabel and Brenda J. Vrabel** ("Joseph and Brenda Vrabel") and the **City of Leawood, Kansas**, a municipal corporation, ("City").

WTINESSETH:

That in consideration of the sum of One Dollar ($1.00) and/or other valuable consideration, the receipt of which is hereby acknowledged, Joseph and Brenda Vrabel do hereby convey and grant to the City of Leawood, Kansas, its successors and assigns, such personal property commonly known as the Historic Bridge, located, in part, on real property owned by Joseph and Brenda Vrabel with such location described as follows:

> LOT 6, BLOCK 3, LEAWOOD MISSION VALLEY, FIRST PLAT, A SUBDIVISION IN THE CITY OF LEAWOOD, JOHNSON COUNTY, KANSAS.

Joseph and Brenda Vrabel warrant they have good and legal title to said personal property, full authority to convey said property, and that said property shall be conveyed free and clear of all liens, encumbrances, liabilities and adverse claim of every nature and description whatsoever. Said personal property is conveyed in "as is" condition and shall be conveyed in its present condition.

Joseph and Brenda Vrabel agree to grant to the City temporary access to the above described real property for the ingress and egress of equipment and personnel for construction purposes associated with the removal and transport of the Historic Bridge.

City shall at all times use all reasonable and proper precaution to avoid damage or injury to persons or property, and shall hold and save harmless Joseph and Brenda Vrabel from any and all damage, injury and expense caused by the negligence of the City, its successors and assigns, related to the removal of said Historic Bridge. City does hereby release Joseph and Brenda Vrabel, their successors and assigns, from any and all claims, actions, suits, demands, agreements, liabilities, and judgments relating to the conveyance and removal of said Historic Bridge. Furthermore, Joseph and Brenda Vrabel do hereby release City, its successors and assigns, from any and all claims, actions, suits, demands, agreements, liabilities, and judgments relating to the conveyance and removal of said Historic Bridge and any associated restoration of property.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the day and year first set forth above.

THE CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

[SEAL]

ATTEST:

_____
Martha Heizer, City Clerk

_____
JOSEPH E. VRABEL

Date: 5-16-02

_____
BRENDA VRABEL

Date: 5-16-02

ACKNOWLEDGMENT

STATE OF Kansas]
] ss.
COUNTY OF Johnson]

On this 16th day of May, 2002, **Joseph E. Vrabel** executed the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Martha E. Heizer
Notary Public

My Commission Expires: June 25, 2003

NOTARY PUBLIC STATE OF KANSAS | MARTHA E. HEIZER My Appt. Exp. 6/25/03

ACKNOWLEDGMENT

STATE OF Kansas]
] ss.
COUNTY OF Johnson]

On this 16th day of May, 2002, **Brenda J. Vrabel** executed the foregoing instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Martha E. Heizer
Notary Public

My Commission Expires: June 25, 2003

NOTARY PUBLIC STATE OF KANSAS | MARTHA E. HEIZER My Appt. Exp. 6/25/03

ACKNOWLEDGMENT

STATE OF KANSAS]
] ss.
COUNTY OF JOHNSON]

BE IT REMEMBERED that on this 3rd day of June, 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 my official seal on the day and year aforesaid.

Martha E. Heizer
Notary Public

My Commission Expires:
June 25, 2003

NOTARY PUBLIC STATE OF KANSAS
MARTHA E. HEIZER
My Appt. Exp. 6/25/03

RESOLUTION NO. 1733

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL EVENT LEASE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["CITY"] AND M & M GOLF CARS, L.L.C., ['M & M'] [COLLECTIVELY THE 'PARTIES'] PERTAINING TO THE LEASING OF GOLF CARTS FROM JUNE THROUGH OCTOBER, 2002

WHEREAS, the City desires to lease additional golf carts for use by IRONHORSE Golf Club from June through October, 2002; and

WHEREAS, M & M is a professional company that provides such golf carts; and

WHEREAS, the parties desire to execute a Special Event Lease Agreement to provide such carts.

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 Special Event Lease Agreement, for an amount not to exceed $5,538.72, between the City and M & M Golf Cars, L.L.C., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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SPECIAL EVENT LEASE AGREEMENT

THIS AGREEMENT is entered by and between the City of Leawood, Kansas ['LESSEE'] and M & M Golf Cars, L.L.C., of Mexico, Lee's Summit, O'Fallon, Missouri and Des Moines, Iowa ['LESSOR'] [collectively the 'Parties'] this ___3rd___ day of June, 2002.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Lessor agrees to furnish golf cars to the above named Lessee on May ___20___, 2002.

Number of Cars	Price Per Car	Number of Months	Extension
8	$110.00	6	$5,280.00
		Sales Tax	$ 258.72
		TOTAL	$5,538.72

2. Lessee agrees to make payments in the amount of $923.12 to Lessor due on the following dates, for a total amount of $5,538.72:

   a. May 15, 2002; and
   b. June 15, 2002; and
   c. July 15, 2002; and
   d. August 15, 2002; and
   e. September 15, 2002; and
   f. October 15, 2002

3. In consideration of the rental of the above vehicles, Lessee agrees to return said vehicles immediately following the completion of the event in as good condition as Lessee received same, normal wear being expected.

4. Lessee agrees to pay for any damages that are sustained by said vehicles while in Lessee's possession.

5. Lessee agrees to pay for any damages to the facilities or grounds caused by Lessee's use of said vehicles to the extent such damage is not caused by the negligent or wrongful action or inaction of Lessor or the vehicles' manufacturer.

6. Lessee agrees to hold Lessor harmless and to defend it from any and all claims for damages of any nature, whether to Lessee or to others that may arise from or through the use of said vehicles and not resulting in whole or in part by the negligent or wrongful action or inaction of Lessor, or the vehicles' manufacturer.

7. Lessor shall defend, indemnify, and hold Lessee harmless from and against any and all claims for damages or injury, of any nature, which may arise due to the alleged negligent or wrongful action or inaction of Lessor or of the vehicles' manufacturer.

7. Lessee represents that it is familiar with the operation and use of said vehicles and that it has read the instructions appearing hereon and the instructions appearing on the vehicles, and that it can operate and control the same in accordance with said instructions.

8. Lessee agrees to render Lessor harmless due to mechanical failure preventing delivery.

9. Lessee agrees that the subletting parties are familiar with the operation and use of said vehicles and that they have read the instructions appearing hereon and the instructions appearing on the vehicles. Lessee further represents it can operate and control the same in accordance with said instructions.

10. Lessee agrees that all subletting operators will be of age eighteen or older.

11. Lessee agrees to name Lessor as an Additional Insured and Loss Payee pertaining to liability, property damage and physical damage insurance on the vehicles.

12. Lessee understands that additional rental fees may be assessed should said vehicles not be returned to the designated rental area for pickup at the end of the rental period.

13. The Parties hereby stipulate and agree that the terms and provision of this Agreement shall be construed under the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

14. The terms of this Lease Agreement shall be binding upon the successors, assigns and legal representatives of each respective party.

15. Lessee agrees that a bank will be in receipt of an executed copy of said Agreement. The Lessee further agrees that Uniform Commercial Code forms will be filed with the appropriate state and county agencies.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date and year above written.

CITY OF LEAWOOD, KANSAS ['LESSEE']

Peggy Dunn

Peggy Dunn, Mayor
4800 Town Center Drive
Leawood, KS 66211

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

M & M GOLF CARS, L.L.C. ['LESSOR']

[Signature]
19873 Highway 22 West
Suite # A
Mexico, MO 65265

Jamie Schmitt

[Printed Name]

Sales Representative

[Title]

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: 6/4/02

M&M Golf Co, LLC
Contractor/Principal

By: [signature]
Signature

CORPORATE SEAL

Sales Representative
(Official Title of Signer)

RESOLUTION NO. 1734

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT FOR AN AMOUNT NOT TO EXCEED $84,000.00, BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND DEGASPERI AND ASSOCIATES, INC., ['ARCHITECT'] TO PROVIDE ARCHITECTURAL SERVICES FOR THE FIRE STATION NO. 2, REMODELING PROJECT, LOCATED AT 12701 MISSION ROAD, [COLLECTIVELY "THE PARTIES"].

WHEREAS, the City desires to seek professional architectural services; and

WHEREAS, Architect is an architectural consulting service that provides professional services; and

WHEREAS, the parties desire to execute a Professional Services Agreement [the "Agreement"] to allow Architect to provide such services for an amount not to exceed $84,000.00.

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 Professional Service Agreement, in the amount not to exceed $84,000.00, between the City and DeGasperi & Associates, Inc., attached hereto as Exhibit "A," and incorporated herein by reference as if fully set out.

SECTION TWO: This resolution shall become effective upon passage.

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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ARCHITECTURAL SERVICES AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Leawood, Kansas, hereinafter "City," and **DEGASPERI & ASSOCIATES**, hereinafter "Architect". City intends to construct an improvement project (hereinafter called the Project) in Leawood, Kansas, described as follows:

NAME OF PROJECT: Remodel of Fire Station Number Two

DESCRIPTION AND LOCATION OF PROJECT: Shell renovation, interior renovation, and addition, and sitework modifications to the existing one-story fire station with a basement located at 127th and Mission Road

City hereby contracts with Architect for the furnishing of professional Architectural Services in connection with the Project, for the furnishing of such Architectural Services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Architect represents to City that Architect is professionally qualified to do this Project and is licensed to practice architecture by all public entities having jurisdiction over Architect 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.

"Architect" means the individual or corporation identified on Page 1 to perform Architectural Services, preparation of plans, specifications and contract documents. Architect shall retain, as necessary, the services of engineers, architects, landscape architects, and

surveyors licensed by the Kansas State Board of Technical Professions.

"Architectural 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.

"Architectural Services" means the professional services, labor, materials, supplies, testing, surveying, construction administration, if applicable, and all other acts, duties, and services required of Architect under this Agreement together with such other services as City may require pursuant to the terms of this Agreement.

"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 Architect fee, special consultant's fee, or other payments to the Architect and shall not include cost of land or rights-of-way and easement acquisition or financing costs.

"Contract Documents" means those documents so identified in the Agreement for Construction of the Project, including all Architect's 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.

"Percent of Services Completed" means work completed in accordance with the completion of the scope of work as defined in Schedule A (SCOPE OF ARCHITECTURAL 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 **Ben Florance**.

"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 architectural 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 Architectural 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 Architect a fixed amount of **Sixty Nine Thousand DOLLARS ($69,000).** 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 **December 13, 2002**. In addition to the Total Fee is a maximum allowance of **Fifteen Thousand DOLLARS ($15,000)** for Reimbursable Expenses. Payment to Architect shall be made monthly based upon the Percent of Services Completed.

2. Additional Services: Architect shall provide, with City's concurrence, services in addition to those listed in Section III when such services are authorized in writing by City. Prior to commencing any additional services, Architect must submit a proposal outlining the additional services to be provided and the fixed lump sum fee therefore. City shall pay Architect for such services in accordance with the fees based on Schedule "B", (ADDITIONAL SERVICES FEE SCHEDULE) 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 Architectural Services shall be suspended or abandoned, if such suspension or abandonment is not the result of a breach of this

Agreement by the Architect, and providing any other special services not otherwise covered by this Agreement which may be requested by City.

Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost but not to exceed the stated allowance amount. Records of Reimbursable Expenses and expenses pertaining to additional services shall accompany request for payment. The Allowance Amount may be increased by written agreement to cover Reimbursable Expenses associated with Additional Services.

3. Special Services: Architect may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Architect shall not be compensated by City if its appearance is to defend its own professional Architectural Services. Architect shall not be compensated by City to appear at eminent domain or appraiser's hearings necessary to acquire easements and right-of-ways for the Project. If Architect is requested, in writing, by City, to appear as a witness for the City and is entitled to be compensated under the provisions of this paragraph, it will be paid based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein.

4. Billing: Architect shall bill City monthly for all services performed to date and based on Percent of Services Completed shown on project progress report submitted to City with such billing. City agrees to pay Architect within thirty (30) days of approval by the Governing Body.

5. City's Right to Withhold Payment: In the event City becomes informed that any

representations of Architect provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Architect until the inaccuracy and the cause thereof, is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Architect immediately. Architect will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to Architect in accordance with the contract payment procedures in Section II-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 Architect and the basis for payment in the event project is suspended or abandoned. City's suspension of the Project for periods of less than one (1) year shall not be grounds for an increase in Total Fee.

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 Architect, the Architect shall be compensated for time and expense based upon the fee schedule "B" (ADDITIONAL SERVICES FEE SCHEDULE) attached hereto and incorporated herein plus Reimbursable Expenses chargeable for this service; provided, however, that any increase in Total Fee or Contract Time must be approved through a written Supplemental Agreement. Architect shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due solely to Architect's negligent acts, errors, or omissions. If not solely Architect's fault, then the

parties will negotiate an equitable sharing of the fees associated with such changes and the fixed fee will be increased or decreased accordingly. This Agreement may be amended to provide for additions, deletions and revisions in the Architectural Services or to modify the terms and conditions thereof by written Supplemental Agreement.

The Total Fee and Contract Time may only be changed by a written Supplemental Agreement approved by City, unless it is the result of an emergency situation in which case the 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 Architectural Services or provisions of this Agreement, including but not limited to, Total Fee or Contract Time, is a requirement of any insurance policy held by Architect as a requirement of this Agreement, the giving of such notice shall be the Architect's responsibility.

SECTION III - RESPONSIBILITIES OF ARCHITECT

Architect shall furnish and perform expeditiously the various professional duties and services in all phases of the Project to which this Agreement applies 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 ARCHITECTURAL SERVICES) attached hereto and incorporated herein.

2. Preliminary Design Documents: Architect shall furnish the City **FIVE (5)** copies of the above preliminary design documents, unless otherwise noted in Exhibit "A." (SCOPE

OF ARCHITECTURAL SERVICES) attached hereto and incorporated herein.

3. Preliminary Cost Estimate: Architect shall furnish City a preliminary estimate of Construction Cost based on the preliminary design. Architect's preliminary estimate of Construction Cost is to be made on the basis of Architect's experience and qualifications and represents Architect's best judgment as an experienced and qualified design professional, familiar with the current construction industry's pricing structure. Architect cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect.

4. Budget: Architect shall promptly advise City if, in its opinion, the amount budgeted for design and construction is not sufficient to adequately design and construct the improvement as requested.

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 ARCHITECTURAL SERVICES) attached hereto and incorporated herein.

2. Final Design Documents: Architect shall furnish City **FIVE (5)** copies unless otherwise noted in Exhibit "A", (SCOPE OF ARCHITECTURAL 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: Architect 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 Architect with comment prior to release for bidding.

2. Final Cost Estimate: Architect shall furnish City an estimate of Construction Cost based on final contract documents. This estimate is commonly known as the "Architect's Estimate" and will be used as the basis for construction contract award. Architect cannot and does not guarantee that the bids or proposals or the project construction costs will not vary from the cost estimates prepared by the Architect.

3. Budget: Architect 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 ARCHITECTURAL SERVICES) attached hereto and incorporated herein.

2. Bids Exceeding Cost Estimate: If all bids exceed Architect's Estimate, Architect, at the request of City and for no additional cost, will prepare a report for City identifying why all the bids exceed the estimate. The City has four (4) options if all bids exceed Architect's Estimate. The City may: (1) give written approval of an increase in the Project cost; (2) authorize rebidding of the Project; (3) terminate the Project and this

Agreement; or (4) cooperate in revising the Project scope or specifications, or both, as necessary to reduce the construction cost. In the case of (4), Architect, without additional charge to City, shall consult with City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the "Architect's Estimate".

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, Architect 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 ARCHITECTURAL 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 ARCHITECTURAL SERVICES) attached hereto and incorporated herein.

3. Supplemental Drawings: If during construction, situations arise which require supplemental drawings or details, Architect agrees to timely provide such supplemental drawings or details at no cost to City when the supplemental drawings or details, are required to correct Architect's negligent errors or omissions or clarify Architect's intent in the original design and preparation of Contract Documents.

4. Notice of Defects: If, based on Architect's involvement during the construction phase, Architect observes or otherwise becomes aware of any design or construction defect in the work, it shall give prompt written notice to City of such defects and their approximate location on the Project. However, Architect shall not have control over or charge of and

shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions, inspections by construction contractor and programs in connection with the construction work, since these are solely the Contractor's responsibility under the contract for construction. Architect shall not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. Architect shall not have control over or charge of acts or omissions of the Contractor, Contractor's subcontractors, or their agents or employees.

5. Shop Drawings: Architect shall review and take appropriate action on Contractor's shop drawings and samples, and the results of tests and inspections and other data which each Contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. Such review shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions and programs incident thereto.

6. As Built Plans: The Architect 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 Architect 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, Architect

agrees to be responsible for those matters identified in the General Conditions as being responsibilities of the Architect. The General Conditions shall be in a form mutually agreeable between the City and Architect and shall be consistent with the intent and requirements of the Agreement.

2. Personnel: Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties agree that **Jeffrey B. DeGasperi** 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 Architect. So long as the individual named above remains actively employed or retained by Architect, he/she shall perform the function of principal on this Project. 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 ARCHITECTURAL SERVICES) attached hereto and incorporated herein are required for design, Architect shall prepare specifications for the taking of the additional borings. Such Subsurface Borings and Testing, as defined herein, shall be provided by Architect or its subcontractors and compensated as an Additional Service. The City shall be named as an intended third-party beneficiary to the Architect'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 Architect, 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 Architect 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 Architect which is not defined within the scope of Architectural Services of Architect. The payment for such additional services shall be subject to negotiation between City and the third party and shall be approved prior to the execution of any additional services. Although Architect may assist City in procuring such services of third parties, Architect shall in no way be liable to either City or such third parties in any manner whatsoever for such services or for payment thereof.

5. Subcontracting of Service: Architect shall not subcontract or assign any of the Architectural Services to be performed under this Agreement without first obtaining the written approval of City regarding the Architectural Services to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the Project. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Any person or firm proposed for subcontracting Architectural Services under this Agreement shall maintain throughout the duration of the Agreement, insurance as provided in Section V.D.(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: Architect shall sign and affix licensing seal to all final plans, specifications, estimates and engineering data prepared by Architect 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 Architect and/or its consultants including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with City's construction program and intent and shall not be construed as approval of same by City. No review of such documents shall relieve Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

7. Inspection of Documents: Architect shall maintain all project records for inspection by City during the contract term and for three (3) years from the date of final payment and shall notify the City prior to their disposal.

SECTION IV - CITY OF LEAWOOD'S RESPONSIBILITIES

1. Communication: City shall provide to Architect applicable Program Criteria; examine and timely respond to Architect submissions; and give written notice to Architect, who shall respond promptly, whenever City observes or otherwise becomes aware of any defect in the Architectural Services.

2. Access: City will provide access for Architect to enter public 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 ARCHITECTURAL 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 Architect, 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 Architect, by providing ten (10) days' written notice of such termination to Architect. Upon receipt of such notice from City, Architect shall, at City's option as contained in the notice: (1) immediately cease all Architectural Services; or (2) meet with City and, subject to City's approval, determine what Architectural Services shall be required of Architect in order to bring the Project to a reasonable termination in accordance with the request of City. Architect shall also provide to City copies of all "Architectural Documents" completed or partially completed at the date of termination.

   If City defaults on its obligation under this Agreement, Architect is entitled to terminate this Agreement by providing ten (10) days written notice.

2. Termination for Cause: If this Agreement is terminated for cause, after notice to Architect, and a period of ten (10) days for the Architect to remedy the cause for

termination, City may take over Consulting Architectural Services and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Architect, and the Architect shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion. When Architect services have been so terminated, such termination shall not affect any rights or remedies of the City against Architect then existing or which may later accrue. Similarly, any retention or payment of monies due Architect shall not release Architect from liability.

3. Compensation for Convenience Termination: If City shall terminate for its convenience as herein provided, City shall compensate Architect for all Architectural Services completed to date of its receipt of the termination notice pursuant to Section II-4 and any additional Architectural Services requested by City to bring the Project to reasonable termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

4. Compensation for Cause Termination: If City shall terminate for cause or default on the part of Architect, City shall compensate Architect for the reasonable cost of Architectural Services completed to date of its receipt of the termination notice pursuant to Section II-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 Architect including but not limited to its rights to sue for damages, interest and attorney fees.

5. Incomplete Documents: Neither Architect nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section; Architect having been deprived of the opportunity to complete such

documents and certify them as ready for construction.

B. DISPUTE RESOLUTION

City and Architect agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Architect shall proceed with the Architectural Services as per this Agreement as if no dispute existed, and the City shall continue to make payment for Architect's completed services unless Architect gives notice of termination as provided in paragraph A.1 above; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

C. OWNERSHIP OF ARCHITECTURAL DOCUMENTS

All Architectural Documents prepared in connection with this Project shall be the property of the Architect, whether the Project for which they are made is constructed or not. However, the Architect 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 Architect's copyrighted instruments, and at the option of Architect may so identify them by appropriate markings. Provided that Architect 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 Architect, however, such use, without written verification or adaptation by Architect for the specific purpose, intended

by City shall be at City's sole risk and without liability or legal exposure to Architect whatsoever. If City does reuse the Architect's documents on another project, it shall retain Architect or another licensed and insured professional architect 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 Architect's right to the documents.

D. INSURANCE

The Architect shall maintain throughout the term of this Agreement, insurance in, at a minimum, the amounts specified below. All general and automobile liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by City.

1. Professional Liability: Architect 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 Architect against claims for

bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

A) Any Auto
OR
B) All Owned Autos

Limits

Each Accident, Combined Single Limits, Bodily Injury and Property Damage:	Not less than $1,000,000

Policy shall insure the contractual liability assumed by Architect under this Agreement.

4. Workers' Compensation and Employers' Liability: This insurance shall protect the Architect against all claims under applicable state Workers' Compensation laws. The Architect shall also be protected against claims for injury, disease or death of employees for which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy limits shall include "All States Endorsement," and the liability limits shall not be less than the statutory limits.

A) Liability 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

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 Architect's insurance carrier. This insurance shall be required only on City-funded projects where the state or federal government does not establish separate guidelines. **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, Architect shall either:

   a) Cover all subcontractors under its insurance policies;

   or

   b) Require each subcontractor not so covered to secure insurance which will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, unless waived by the City. In addition, Architect 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 Architect prior to any renewal or expiration date of any insurance policy.

E. INDEMNITY

1. Indemnification for General Liability/Non-Professional Negligence. The Architect shall

defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, liability, losses, costs, expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim arising out of or resulting from the negligence, in whole or in part, of the Architect, its employees, agents, or subconsultants, or others for whom the Architect is legally liable, provided that such damage, liability, loss, cost, or expense is:

a. Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Project itself) of any person, firm or corporation including loss of use resulting therefrom; or

b. Not the result of professional negligence; or

c. In addition, the Architect's obligations hereunder shall specifically apply to those damages, liabilities, losses, costs, or expenses arising from the negligent acts of the City or any of its agencies, officials, officers, or employees in those instances in which the City is named as an additional insured under the Architect's Commercial General Liability insurance policy, and then only to the extent covered by such insurance, not to exceed the limits required herein. If the required insurance is not procured and maintained as required by this Agreement, then the Architect's obligations hereunder shall apply as though the insurance was in place.

2. Indemnification for Professional Negligence. The Architect shall indemnify and

hold harmless the City and any of its agencies, officials, officers, or employees from and against damages, losses, costs, and expenses, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorneys' fees and the cost of defense), in connection with any action, proceeding, demand or claim but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, agents, or subconsultants, or others for whom the Architect is legally liable, in the performance of professional services under this Agreement. The Architect is not obligated under this subparagraph to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

3. Additional provision regarding the indemnification provided 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 Architect's obligation hereunder shall not include amounts attributable to the fault or negligence of the City or any third party for whom the Architect is not responsible.

In the case of any claims against the City, its employees or agents indemnified under this Agreement, by an employee of the Architect, its affiliates, subsidiaries, or subcontractor/assignees, the indemnification obligation contained in this Agreement shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Architect, its affiliates, subsidiaries, or subcontractor/assignees, under workers' compensation acts, disability benefit acts, or other employee benefit acts.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

1. In the execution of this contract, no person shall on the grounds of race, color, religion, sex, disability, marital status, public assistance status, ex-offender, or national origin be excluded from full employment rights in , be denied the benefits of, or otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination. The Architect shall furnish all information and reports required by the rules, regulations, and other of the Secretary of Labor for purposes of investigation to determine compliance with such laws. The City shall provide Architect with its rules and regulations.
2. The Architect shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in particular work, national origin or ancestry.
3. In all solicitation or advertisements for employees, the Architect shall include the phrase "equal opportunity employer," or similar phrase approved by the City.

4. If the Architect fails to comply with the manner in which the Architect reports to the City in accordance with the provisions of K.S.A. 44-1031, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City.
5. If the Architect is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the City which has become final, the Architect shall be deemed to have breached the present contract and it may be canceled, terminated, or suspended in whole or in part, by the City.
6. The Architect shall include the provisions of paragraphs (1) through (6) above in every subcontract or purchase order so that such provisions will be binding upon all subcontractors and vendors.

G. 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 Architect 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 Architect 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 ARCHITECTURAL 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 Architect.

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 Architect to provide As-Built drawings, unless Architect has provided a diskette to City on which City can make changes. Architect 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 Architect 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

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working for Architect, to solicit or secure this Agreement, and that

it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

O. COMPLIANCE WITH LAWS

Architect shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Architectural Services or the Project at the time services are rendered. Architect shall secure all occupational and professional licenses necessary to implement the Project and permits from public and private sources necessary for the fulfillment of its obligations under this Agreement.

P. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

Q. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and

shall continue to be valid and enforceable.

R. EVALUATION

It is understood and agreed that the Architect 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 3rd day of June 20 02.

CITY OF LEAWOOD, KANSAS

By: _____
Peggy J. Dunn, Mayor

ATTEST:

_____
Martha Heizer, City Clerk

APPROVED AS TO FORM:

_____
Patricia A.Bennett, City Attorney

DeGASPERI & ASSOCIATES

By: _____
Jeffrey B. DeGasperi

President
Title

13109 Walmer
Address

Overland Park, Kansas 66209
City, State, Zip Code

913.402.4544
Telephone Number

913.851.9697
Facsimile Number

A.1 GENERAL:

Architectural and Engineering services to be provided are listed below. (For "Services Not Included" refer to Paragraph A.10.)

a. Architecture
b. Mechanical, Electrical, Plumbing Engineering
c. Structural Engineering
d. Civil Engineering

A.2 DESIGN TEAM:

The Design Team proposed for this project includes:

Architect:	**DeGasperi & Associates**
M/E/P Engineer	**Gladfelter Engineering Group**
Structural Engineer	**Bob D. Campbell and Company**
Civil Engineer	**Continental Consulting Engineers**

A.3 GENERAL SERVICES:

Services performed by the Architect in all phases of the project as required:

.1 **Project Administration**, consisting of administrative functions including consultation, conferences, communications, travel time, direction of the work of in-house staff.

.2 **Coordination**/Document Checking, consisting of coordination between the architectural work and the work of other disciplines involved in the Project and review and checking of documents prepared for the Project by the Architect and the Architect's Consultants.

.3 **Agency Review/Approval**, consisting of agency consultations, research of critical applicable regulations, preparation of written and graphics explanatory materials, submissions to applicable permitting agencies.

.4 **Owner-Supplied Data** Coordination, including review and coordination of data furnished for the Project as a responsibility of the Owner.

.5 **Schedule Development/Monitoring**, including establishment of initial schedule for Architects'/Engineers' services.

.6 **Presentation** services, consisting of presentations and recommendations by the Architect to the Owner

A.4 TASK 1: PRELIMINARY DESIGN PHASE:

Standard Services: Preliminary Design Services consist of predesign and schematic design functions. Review and meetings relating to the Building Program will occur in the early portions of this phase. Data gathering will also occur regarding building codes and zoning ordinances. After these "predesign" functions have been completed, design options will be explored that address the prioritized Building Program approved by the Fire Department. Review meetings will evaluate design options, and the preferred scheme will be refined for presentation, and preliminary pricing.

Deliverables: Site Plan, color Elevations of the building exterior, building Floor Plans and preliminary Cost Estimate.

EXHIBIT A – continued:

A.5 TASK 2: FINAL DESIGN PHASE:
Final Design Services consist of refinement of the Preliminary Design, and initial development of construction and engineering systems to be utilized in the project.

Deliverables: Site Plan, Floor Plans, Building Elevations, Building Sections and Wall Sections, preliminary material samples, and Engineering schematics and narratives.

A.6 TASK 3: CONSTRUCTION DOCUMENTS:
Construction Document Services consist of preparation of a comprehensive package of detailed drawings and specifications. This package will be utilized for bidding, submissions for applicable building permits, and construction.

Deliverables: Cover (with index and code summary), building plans, elevations, sections, details, schedules. Engineering drawings include Civil/Site drawings, Structural drawings, and Mechanical/Electrical Drawings. Also included are technical specifications, and final Cost Estimate.

A.7 TASK 4: BIDDING PHASE
Bidding Services include preparation of responses to secure permits, responding to bidder questions and compilation of applicable addenda, attendance at pre-bid meeting and bid opening.

Deliverables: Addenda, Meeting Minutes, and Bid Tabulation.

A.8 TASK 5: CONSTRUCTION ADMINISTRATION:
Construction Administration Services include review of shop drawings and product data submittals from the Contractor. Also included is response to Contractor's requests for information, and applicable supplemental drawings and documentation. Services include occasional site visits and final inspection of the Work.

Deliverables: Observations reports, Supplemental Information submittals, detailed final punch list and "As-Built" drawing set.

A.9 ADDITIONAL SERVICES:
Services not specifically covered in the Base Proposal may be added to the Scope and charged per the hourly rate schedule attached as "Exhibit B".

A.10 SERVICES NOT INCLUDED:
.1 Engineering services required for production of a Geotechnical Report.
.2 Design and documentation of telephone and data services.
.3 Selection and documentation for procurement of Furniture or special Equipment (FF&E).

HOURLY BILLING RATES, effective 6/1/02 – 6/1/03

DeGasperi & Associates (Architectural)

Principal	$90.00 per hour
Project Architect/ Supervisor	$75.00 per hour
CADD Operator	$50.00 per hour
Clerical	$35.00 per hour

Gladfelter Engineering Group (Mechanical/Electrical Engineering)

Project Manager	$85.00 per hour
Senior Project Engineer	$80.00 per hour
Junior Project Engineer	$65.00 per hour

Bob D. Campbell and Company (Structural Engineering)

Principal	$95.00 per hour
Project Engineer	$75.00 per hour
Registered Engineer	$70.00 per hour
Staff Engineer	$60.00 per hour
Senior Technician	$70.00 per hour
Technician	$55.00 per hour
CADD Draftsman	$50.00 per hour
Clerical	$35.00 per hour

C.1 ARCHITECTURAL FEE SCHEDULE

We agree to provide Services for the following Tasks, (including Engineering Services) as listed below.

TASK 1:	PRELIMINARY DESIGN	$ 13,800	(20%)
TASK 2:	FINAL DESIGN	$ 13,800	(20%)
TASK 3:	CONSTRUCTION DOCUMENTS	$ 27,600	(40%)
TASK 4:	BIDDING	$ 3,450	(5%)
TASK 5:	CONSTRUCTION ADMINISTRATION	$ 10,350	(15%)
	TOTAL A/E FEES	**$ 69,000**	**(100%)**

C.2 REIMBURSABLE EXPENSES

Reimbursable expenses to be invoiced at 1.1 times the direct cost, are in addition to compensation for services and include expenses incurred by the Architect as follows:

.1 Reimbursable Expenses:
- .a Reproductions: progress/coordination drawings;
- .b Reproductions: bid packages (drwgs. and specs) – Qty. 20 MAX
- .c Postage, courier services, overnight delivery and handling;
- .d Photography (film and processing, enlargements, etc.);
- .e Long distance communications and facsimile services;
- .f Mileage at $0.33 per mile;
- .g Other similar project-related expenditures.

.2 Site Survey:
- a. Services to complete survey, including expenses, by Continental Engineers (approx. $7,000)

TOTAL EXPENSES (ESTIMATED) $15,000

C.3 PROJECT TOTAL $84,000

C.4 INVOICE PROCDURES

DeGasperi & Associates will submit invoices on a monthly basis, based on percent of task completion. Reimbursable expenses will be billed on a monthly basis as the expenses occur.

C.5 ADDITIONAL SERVICES

Additional Services not listed in the Schedule of Services as requested by the Owner will be billed at an hourly rate. DeGasperi & Associates, Inc. standard hourly rate schedule is attached.

D.1 PROJECT NAME AND LOCATION

.1 RENOVATION OF FIRE STATION NUMBER 2
127TH and Mission Road
Leawood, Kansas

D.2 GENERAL PROJECT DESCRIPTION

.1 The project consists of renovation to an existing one-story fire station with a basement.
.2 The building is approximately 10,000 sf (gross).
.3 This scope is for building shell renovation, interior renovation, and addition, and sitework modifications.

D.3 SITE WORK

.1 A new monument sign is to be installed along Mission Road.
.2 A new or revised building entry is contemplated, with a new visitor driveway and parking stalls, to be located along the west side of the building.
.3 General upgrade of landscaping.
.4 Construction of a screen around the trash receptacle.

D.4 BUILDING RENOVATION

.1 The building is presently approximately 10,000 g.s.f.
.2 Interior modifications contemplate relocation and expansion of selected spaces in the facility, and upgrading interior finishes and selected mechanical, electrical, plumbing and communication systems. All modifications that are desired to be included in the Renovation are listed in a General Scope of Work document issued by the Fire Department and included in the initial Request for Proposal.
.3 Shell construction includes roofing repair and replacement, window and door replacement, and general repair and upgrading of exterior.
.5 Mechanical work will include new rooftop and/or ground mounted units.

D.5 BUILDING ADDITION

.1 A small building addition is anticipated, to accommodate the expansion and relocation of spaces at the facility. Initial ideas would put the addition on the east side of the building, with an area of approximately 1000 s.f.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

CSR AT DEGAS-1

DATE (MM/DD/YY) 03/22/02

PRODUCER

Angwin Ryan Stanley, Inc.
2308 S. Broadway
[illegible]tsburg KS 66762

Raymond Ryan
Phone No. 620-231-3500 Fax No. 620-231-3763

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.

COMPANIES AFFORDING COVERAGE

COMPANY A: Cincinnati Insurance Companies

COMPANY B:

COMPANY C:

COMPANY D:

INSURED

Degasperi & Associates, Inc.
13109 Walmer
Overland Park KS 66209

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [ ] OWNER'S & CONTRACTOR'S PROT	CPP 073 23 16	03/09/02	03/09/03	GENERAL AGGREGATE	$ UNLIMITED
					PRODUCTS - COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$ 5,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CPP 073 23 16	03/09/02	03/09/03	COMBINED SINGLE LIMIT	$ 1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				[ ] WC STATUTORY LIMITS [ ] OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE - POLICY LIMIT	$
					EL DISEASE - EA EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

It is hereby agreed City of Leawood is named as additional insured with respects to the project Leawood Fire Station #2.

CERTIFICATE HOLDER

CITYL-4

City of Leawood
4800 Towne Center Drive
Leawood KS 66211

CANCELLATION

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

Raymond Ryan

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JF
GASPE-1

DATE (MM/DD/YY) 03/20/02

PRODUCER

Cretcher-Lynch & Co.
8511 Hillcrest Road, Suite 300
Kansas City MO 64138-2777
Phone: 816-444-9494 Fax: 816-444-5474

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

De Gasperi & Associates
Frank De Gasperi
13109 Walmer
Overland Park KS 66209

INSURERS AFFORDING COVERAGE

INSURER A:	Continental Casualty Co. (CNA)
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	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER Prof Liab Arch/Engineers	SFA113844353	03/17/02	03/17/03	Ea Claim Annl Aggr	$1,000,000 $1,000,000

INSURED'S COPY

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

RE: Fire Station #2

CERTIFICATE HOLDER | N | ADDITIONAL INSURED; INSURER LETTER: ____

LEAWO01

City of Leawood
ATTN: Mary Lumley
4800 Town Center Dr.
Leawood KS 66211

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Bert E. Cretcher

ACORD 25-S (7/97)

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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.
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 o f March, 1998.

(S E A L)

PEGGY J. DUNN, Mayor

ATTEST:

MARTHA HEIZER, City Clerk

APPROVED AS TO FORM:

RICHARD S. WETZLER, 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

T:Contract\ARCH.doc
Standard Form as approved:
09/2001

COMPLETING THE FORM

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.

RESOLUTION NO. 1735

A RESOLUTION ADOPTING THE 2003-2008 CAPITAL IMPROVEMENT PROGRAM [C.I.P.] FOR THE CITY OF LEAWOOD, KANSAS.

WHEREAS, a public hearing was conducted on March 26, 2002, by the Leawood Planning Commission to consider the 2003-2008 Capital Improvement Program [C.I.P.] for the City of Leawood, Kansas, followed by a Planning Commission Work Session on April 9, 2002; and

WHEREAS, on April 23, 2002, after careful consideration, the Planning Commission recommended approval of the 2003-2008 CIP be submitted to the Governing Body for approval; and

WHEREAS, a public hearing was conducted on May 6, 2002, by the Leawood Governing Body to consider the Planning Commission's recommendation, followed by a Governing Body Work Session on May 13, 2002; and

WHEREAS, on June 3, 2002, the Governing Body approved the CIP.

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 2003-2008 Capital Improvement Program for the City of Leawood, Kansas.

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

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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RES1735

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. 1735--6/11/02

Maureen Gillespie

Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

JUNE 12, 2002

Penny Knight

Notary Public

PENNY KNIGHT
Notary Public - State of Kansas

My appointment expires: January 31, 2005.

$18.32

RESOLUTION NO. 1735

First published in The Legal Record, Tuesday, June 11, 2002.

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WHEREAS, on April 23, 2002, after careful consideration, the Planning Commission recommended approval of the 2003-2008 CIP be submitted to the Governing Body for approval; and

WHEREAS, a public hearing was conducted on May 6, 2002, by the Leawood Governing Body to consider the Planning Commission's recommendation, followed by a Governing Body Work Session on May 13, 2002; and

WHEREAS, on June 3, 2002, the Governing Body approved the CIP.

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 2003-2008 Capital Improvement Program for the City of Leawood, Kansas.

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

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

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

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1736

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Dermatology and Skin Cancer Center, located south of 115th Street and east of Roe Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Dermatology and Skin Cancer Center, ['Applicant'] submitted a request for a preliminary site plan, for real property located south of 115th Street and east of Roe Avenue; and

WHEREAS, Dermatology and Skin Cancer Center appeared before the Planning Commission on April 23, 2002, and presented such requests for approval; and

WHEREAS, the property is zoned CP-0, which allows for medical office buildings; and

WHEREAS, the medical center will not use general anesthesia to perform procedures, thereby not requiring the building to meet hospital requirements as it relates to the development ordinance or the building code; and

WHEREAS, the preliminary site plan consists of a two-story office building containing 18,225 square feet on 2.0 acres; and

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

1. The building is limited to a two-story office building to contain 18,225 square feet on 2.0 acres.
2. All landscape areas are to be irrigated.
3. More detailed sign information (lighting, materials, etc.) must be presented at final.
4. All down spouts are to be enclosed.
5. Details of mechanical units, including location, sizes, and ductwork, must be submitted at the time of final approval.
6. 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.
7. The applicant shall work with Staff regarding the location of the trash enclosure at the final site plan.
8. The trash enclosure gate must be constructed of sight obscuring painted steel. A detail drawing should be provided at final.
9. The width of the drive that leads to the parking garage shall be a minimum of 20'.
10. All alarms installed must be silent.
11. A revised landscape plan will be required at the time of final site plan application.
12. The lighting plans, fixtures, and a photometric study must be included in the final application.
13. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required at the time of application for building permit.
14. Prior to issuance of building permit, all Public Works issues must be resolved.
15. The applicant is responsible for the public art impact fee in the amount of $.10/sqft. of finished floor area ($.10 x 18,225 = $1,822.50) prior to issuance of a building permit.
16. This preliminary plan approval shall lapse in five years after final acceptance of the plan by the Governing Body, if construction on the project has not begun on this project or if such construction is not being diligently pursued; provided, however, that the developer may request a hearing before the

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

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

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, June 3, 2002; 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 3rd day of June, 2002.

Signed by the Mayor this 3rd day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

RESOLUTION NO. 1737

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND PCC TWO, LLC, A KANSAS LIMITED LIABILITY COMPANY ['PCC2'] [COLLECTIVELY THE 'PARTIES'] PERTAINING TO PROPERTY LOCATED AT 115TH STREET AND TOMAHAWK CREEK PARKWAY

WHEREAS, PCC TWO, LLC, ['PCC2'] is the current owner of 2 parcels of real property generally located at 115th Street and Tomahawk Creek Parkway '[Property']; and

WHEREAS, the City requires certain conditions be met regarding the improvement of the Property; and

WHEREAS, both parties desire to execute a Development Agreement to set forth certain conditions and considerations regarding the construction of certain streets on or around the Property, all as further supplemented by development approvals.

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 Development Agreement, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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to record 6/19

AGREEMENT

THIS AGREEMENT (the **"Agreement"**) is made effective as of this 17th day of June, 2002, by and between the CITY OF LEAWOOD, KANSAS (the **"City"**), and PCC TWO, LLC, a Kansas limited liability company (**"PCC2"**).

RECITALS:

A. PCC2 is the owner of two parcels of real property located generally at the intersection of Tomahawk Creek Parkway and 115th in the City (**"Parcel 1"** and **"Parcel 2"** respectively). Parcel 1 and Parcel 2 are legally described on the exhibits collectively marked as Exhibit "A" attached hereto and incorporated herein by this reference. PCC2 intends to construct certain improvements on Parcel 1 and Parcel 2 (the **"Development"**).

B. Pursuant to the City's Ordinances, the City requires as a condition for approval of the Development, the improvement of certain streets necessary to serve the Development, along with extension of the water main as mandated by City requirements (collectively referred to as the **"Improvements"**).

C. In lieu of completing the required street Improvements prior to the commencement of construction of the Development on Parcel 1, PCC2 has requested, and the City is willing to agree to, the deferral of the completion of the south one-half of the street Improvements.

NOW THEREFORE, in consideration of $10.00 and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In return for the City's consent to commencing construction of the Development on Parcel 1, PCC2 agrees to construct the north one-half of the street Improvements and the water main concurrent with the construction of the Development on Parcel 1, and to construct the south one-half of the Improvements on or before December 31, 2007, at its own cost and expense.

2. In the event PCC2 should sell or otherwise transfer ownership of Parcel 2 to a third party, who is not otherwise an affiliate of PCC2 (the **3rd Party Purchaser"**), the obligation to construct the south one-half of the street Improvements shall be performed promptly and PCC2, or the 3rd Party Purchaser, in the event PCC2 desires to transfer this obligation to the 3rd Party Purchaser, shall use all due diligence to complete the street Improvements in a prompt and workmanlike manner, in compliance with City standards as approved by City staff, including planning, public works and fire. Such street Improvements shall be completed on or before December 31, 2007, or within nine (9) months of the sale, whichever comes first

3. Nothing set forth in this Agreement is intended to restrict the ability of the City to evaluate customary planning and zoning issues related to the City's review and

approval or disapproval of the Development, and any future plans regarding the Development.

4. Should PCC2 default on its obligations hereunder, the City may pursue action against PCC2 or its successors or assigns for any and all remedies available at law or in equity, including specific performance. Should City need to pursue action, it may recover its costs and attorneys' fees from PCC2.

5. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns. The terms of this Agreement shall be recorded with the Register of Deeds and shall run with the land.

6. The provisions of this Agreement shall be construed under Kansas law.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

CITY:

THE CITY OF LEAWOOD, KANSAS

By: Peggy J. Dunn
Name: Peggy J. Dunn
Title: Mayor

Attest:

By: Martha Heizer
Name: Martha Heizer
Title: City Clerk

Approved as to Form:

Patricia A. Bennett, City Attorney

PCC2:

PCC TWO, LLC, a Kansas limited liability company

By: BK Properties, LLC, a Missouri limited liability company, Managing Member

By: The Kenneth G. Block Trust dated January 11, 1991, as amended, Managing Member

By: _____
Kenneth G. Block, Trustee

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 30th day of May, 2002, before me personally appeared Kenneth G. Block, who being by me duly sworn did say that he is the Trustee of the Kenneth G. Block Trust dated January 11, 1991, as amended, which Trust is the Managing Member of BK Properties, LLC, a Missouri limited liability company, the Managing Member of PCC Two, LLC, a Kansas limited liability company, and that the within instrument was signed on behalf of PCC TWO, LLC, and acknowledged said instrument to be the free act and deed of said Trust for the purposes herein stated.

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

_____
Notary Public in and for Said County and State

_____
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

8·2·05

LISA HAMM
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug. 2, 2005

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 17th day of June, 2002, before me personally appeared Peggy J. Dunn, the Mayor of the CITY OF LEAWOOD, a municipality organized and existing under and by virtue of the laws of Kansas, and Martha Heizer, the City Clerk of said municipality, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said municipality, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

Johnson County, Kansas.
Notary Public in and for Said County and State

Stacey R Nelsen
(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

3-27-06

NOTARY PUBLIC STATE OF KANSAS
STACEY R. NELSEN
My Appt. Exp. 3-27-06

EXHIBIT A
Parcel 1

Pinnacle Corporate Centre III Site

A tract of land in the Northeast Quarter of Section 16, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast Quarter of said Section 16; thence North 1 degrees 27 minutes 33 seconds West, along the East line of the Northeast Quarter of said Section 16, a distance of 521.02 feet to the Point of Beginning; thence South 88 degrees 26 minutes 30 seconds West, a distance of 152.00 feet; thence South 1 degrees 27 minutes 36 seconds East, a distance of 22.85 feet; thence Southerly and Southwesterly on a curve to the right said curve being tangent to the last described course and having a radius of 243.00 feet, an arc distance of 189.30 feet; thence North 46 degrees 53 minutes 14 seconds West, a distance of 186.11 feet; thence North 62 degrees 50 minutes 19 seconds West, a distance of 277.01 feet to a point on the Southeasterly plat line of THE WOODS VILLAS, a platted subdivision in the City of Leawood, Johnson County, Kansas; thence Northeasterly and Northerly along the Southeasterly plat line of said THE WOODS VILLAS, on a curve to the left, said curve having an initial tangent bearing of North 27 degrees 09 minutes 41 seconds East and a radius of 450.00 feet, an arc distance of 242.52 feet to the Northeast plat corner of said THE WOODS VILLAS, said point also being the Southeast corner of Lot 25, THE WOODS, a platted subdivision in the City of Leawood, Johnson County, Kansas; thence North 3 degrees 43 minutes 03 seconds West, along the East line of Lots 25 and 24 of said THE WOODS, a distance of 286.79 feet to the Northeast corner of said Lot 24, said point also being the Southerly most corner of Tract A of said THE WOODS; thence North 77 degrees 58 minutes 59 seconds East, along the South line of said Tract A, a distance of 485.87 feet to the Southeast corner of said Tract A, said point also being the Southwest corner of Lot 1, TIMBERLANDS I, a platted subdivision in the City of Leawood, Johnson County, Kansas; thence South 67 degrees 26 minutes 42 seconds East, along the South line of said Lot 1, a distance of 84.13 feet to an angle point on the South line of said Lot 1, said point also being on the East line of the Northeast Quarter of said Section 16; thence South 1 degree 27 minutes 33 seconds East, along said East line, a distance of 644.19 feet to the Point of Beginning.

EXHIBIT A
Parcel 2

Pinnacle Corporate Centre II Site

Legal Description:

A tract of land in the NE ¼ of Section 16, Township 13, Range 25, in the City of Leawood, Johnson County, Kansas, being more particularly described as follows:

Commencing at the Southwest corner of the NE ¼ of said Section 16; thence N 87°48'29" E, along the South line of the NE ¼ of said Section 16, a distance of 1716.00 feet, to the True Point of Beginning; thence N 2°11'31" W, a distance of 370.61 feet; thence Easterly, Northeasterly and Northerly along the Southeasterly line of THE WOODS VILLAS, a platted subdivision in the City of Leawood, Johnson County, Kansas, being on a curve to the left having a radius of 450.00 feet, a central angle of 55°26'32", an initial tangent bearing of N 82°36'13" E and a length of 435.44 feet; thence S 62°50'19" E, a distance of 277.01 feet; thence S 46°53'14"E, a distance of 186.11 feet; thence Northerly on a curve to the left having a radius of 243.00 feet, a central angle of 44°38'03", an initial tangent bearing of N 43°10'27" E and a length of 189.30 feet; thence N 1°27'36" W, a distance of 22.85 feet; thence N 88°28'30" E, a distance of 152.00 feet; thence S 1°27'33" E, along the West line of Lot 2, ALTER-LEAWOOD UNIT 1, a platted subdivision in the City of Leawood, Johnson County, Kansas, a distance of 314.97 feet; thence S74°37'30" W, a distance of 243.09 feet to a point of curvature; thence Southwesterly on a curve to the left having a radius of 850.00 feet, a central angle of 24°01'18" and a length of 356.37 feet to a point on the South line of the NE ¼ of said Section 16; thence S 87°48'29" W, along said South line, a distance of 387.47 feet to the true point of beginning and containing 8.507 acres more or less.

RESOLUTION NO. 1738

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND THE AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS ['ASCAP'] FOR THE PERFORMANCE OF CERTAIN MUSICAL COMPOSITIONS

WHEREAS, the City desires to broadcast certain music performances at various functions sponsored by the City; and

WHEREAS, the American Society of Composers, Authors and Publishers, ['ASCAP'], grants, certain licenses and monitors copyright infringement violations on behalf of its members for public music performances; and

WHEREAS, ASCAP has submitted a License Agreement ["Agreement"] to provide for the City's ability to provide such music performances;

WHEREAS, both parties have read and understand the Agreement, attached hereto as Exhibit "A".

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 the American Society of Composers, Authors and Publishers, ['ASCAP'], 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

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ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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copy back from
Chris 6/19

AGREEMENT between the American Society of Composers, Authors and Publishers ("ASCAP") located at 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339 and The City of Leawood, KS ("LICENSEE"), located at 4800 Town Center Drive, Leawood, Kansas 66211.

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly on the "Premises" and at "Events" and "Functions," and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." The performances licensed under this Agreement may be by means of "Live Entertainment" or "Mechanical Music". For purposes of this Agreement,

(i) "LICENSEE" shall include the named entity and any of its constituent bodies, departments, agencies or leagues.

(ii) "Mechanical Music" means music which is performed at the Premises by means other than by live musicians who are performing at the Premises, including, but not limited to (A) compact disc, audio record or audio tape players (but not including "jukeboxes"), (B) videotape, videodisc or DVD players; (C) the reception and communication at the premises of radio or television transmissions which originate outside the Premises; and which are not exempt under the Copyright Law; or (D) a music-on-hold telephone system operated by LICENSEE at the Premises.

(iii) "Live Entertainment " means music that is performed at the Premises by musicians, singers or other performers.

(iv) "Premises" means buildings, hospitals, airports, zoos, museums, athletic facilities, and recreational facilities, including, but not limited to, community centers, parks, swimming pools, and skating rinks owned or operated by LICENSEE and any site which has been engaged by LICENSEE for use by LICENSEE.

(v) "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(vi) "Events" and "Functions" means any activity conducted, sponsored, or presented by or under the auspices of LICENSEE. Except as set forth in paragraph 2.(d) below, "Events" and "Functions" shall include, but are not limited to, aerobics and exercise classes, athletic events, dances and other social events, concerts, festivals, arts and crafts fairs, and parades held under the auspices of or sponsored or promoted by LICENSEE on the Premises.

(vii) "Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000 (as defined in paragraph 4.(d) below).

(b) This Agreement shall be for an initial term of one year, commencing _____, which shall be considered the effective date of this Agreement, and continuing thereafter for additional terms of one year each. Either party may give notice of termination to the other no later than thirty (30) days prior to the end of the initial or any renewal term. If such notice is given, the agreement shall terminate on the last day of the term in which notice is given.

2. Limitations On License

(a) This license is not assignable or transferable by operation of law or otherwise. This license does not authorize LICENSEE to grant to others any right to perform publicly in any manner any of the musical compositions licensed under this agreement, nor does it authorize any public performances at any of the Premises in any manner except as expressly herein provided.

(b) This license does not authorize (i) the broadcasting, telecasting or transmission or retransmission by wire, Internet, website or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the Premises, other than by means of a music-on-hold telephone system operated by LICENSEE at the Premises; and (ii) performances by means of background music (such as *Muzak*) or other services delivered to the Premises. Nothing in this paragraph shall be deemed to limit LICENSEE's right to transmit renditions of musical compositions in the ASCAP repertory to those who attend Events or Functions on the Premises by means of teleconferencing, videoconferencing or similar technology.

(c) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this agreement, a dramatic performance shall include, but not be limited to, the following:

(i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;

(ii) performance of one or more musical compositions from a "dramatico-musical work (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;

(iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;

(iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(d) This license does not authorize performances:

(i) at any convention, exposition, trade show, conference, congress, industrial show or similar activity presented by LICENSEE or on the Premises unless it is presented or sponsored solely by and under the auspices of LICENSEE, is presented entirely on LICENSEE'S Premises, and is not open to the general public;
(ii) by or at colleges and universities;
(iii) at any professional sports event or game played on the Premises;
(iv) at any permanently situated theme or amusement park owned or operated by LICENSEE;
(v) by any symphony or community orchestra;
(vi) by means of a coin operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

3. License Fee

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP a license fee which includes the total of the "Base License Fee" and any applicable "Special Events License Fees", all of which shall be calculated in accordance with the Rate Schedule attached to and made part of this Agreement. For purposes of this Agreement,

(i) "Base License Fee" means the annual fee due in accordance with Schedule A of the Rate Schedule and based on LICENSEE's population as established in the most recent published U.S. Census data. It does not include any fees due for Special Events.

(ii) "Special Events License Fees" mean the amount due in accordance with Schedule B of the Rate Schedule when Special Events are presented by or on behalf of LICENSEE. It does not include any Base License Fees due.

(iii) LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be required to pay only the fee under Schedule C of the Rate Schedule. Such leagues or associations are not subject to Schedule A or Schedule B of the Rate Schedule. Fees paid by such leagues or associations do not cover performances of the municipality, county or other local government entity represented by the league or association. Schedule C fees are not applicable to municipal, county or other local government entities.

(b) Unless otherwise limited by law, LICENSEE shall pay a finance charge of 1.5% per month from the due date, or the maximum amount permitted by law, whichever is less, on any required payment that it is not made within thirty days of its due date.

4. Reports and Payments

(a) Upon the execution of this Agreement, LICENSEE shall submit:

(i) a report stating LICENSEE's population based on the most recent published U.S. Census data. The population set forth in the report shall be used to calculate the Base License Fee under this Agreement; and

(ii) a report containing the information set forth in paragraph 4.(d) below for all Special Events that were presented between the effective date of this Agreement and the execution of this Agreement.

(b) The Base License Fee for the first year of this Agreement and any license fees due for Special Events that were presented between the effective date of this Agreement and the execution of this Agreement shall be payable upon the execution of this Agreement.

(c) Base License Fees for subsequent years shall be due and payable within 30 days of the renewal date of this Agreement and shall be accompanied by a statement confirming whether any Special Events were presented during the previous calendar year.

(d) Ninety days after the conclusion of each Special Event, LICENSEE shall submit to ASCAP payment for such Special Event and a report in printed or computer readable form stating:

(i) the date presented;
(ii) the name of the attraction(s) appearing;
(iii) the "Gross Revenue" of the event. "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event;
(iv) the license fee due for each Special Event.

(e) If LICENSEE presents, sponsors or promotes a Special Event that is reportable under Rate Schedule B with another person or entity licensed under an ASCAP License Agreement, LICENSEE shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment for such Special Event. If the other party is not licensed by ASCAP, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(f) LICENSEE agrees to furnish to ASCAP, where available, copies of all programs of musical works performed, which are prepared for distribution to the audience or for the use or information of LICENSEE or any department thereof. The programs shall include all encores to the extent possible. LICENSEE shall be under no obligation to furnish programs when they have not been otherwise prepared.

(g) ASCAP shall have the right to examine LICENSEE'S books and records at LICENSEE's place of business during normal business hours to such extent as may be necessary to verify the reports required by paragraph 4.(d) above. ASCAP shall have the right to adjust LICENSEE's Base License Fee based upon the most recently available revised population figures and Population Estimates Program provided by the U.S. Census Department.

5. **Breach or Default**

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund on a pro-rata basis to LICENSEE any unearned license fees paid in advance.

6. **Interference in Operations**

ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of, ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE on a pro-rata basis any unearned license fees paid in advance.

7. **Non-Discrimination**

LICENSEE recognizes that ASCAP must license all similarly situated users on a non-discriminatory basis. LICENSEE agrees that any modifications to this Agreement by ASCAP, which are required by local, state or federal law for other municipalities, counties and other governmental entities shall not constitute discrimination between similarly situated users. Examples of such modifications are statements of equal employment opportunity or nondiscrimination on the basis of race, creed, color, sex or national origin.

8. **Notices**

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by certified United States Mail, by generally recognized same-day or overnight delivery service or by electronic transmission (i.e., Mailgram, facsimile or similar transmission) to the appropriate person/office as listed herein. Each party agrees to notify the other of any change in contact information, such as change of address, change of person/office responsible, etc. within 30 days of such change.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE, this _____ day of _____, 20____.

AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND PUBLISHERS

By: _____

Title: _____

LICENSEE

By: Peggy J. Dunn
Peggy J. Dunn

Title: Mayor

All required notices and reports are to be sent to:

Account Services Department
ASCAP
2690 Cumberland Parkway, Suite 490
Atlanta, GA 30339
800-505-4052 (phone)
770-805-3475 (fax)
Email: municipal_licensing@ascap.com

Name: Patricia A. Bennett
Title: City Attorney
Address: 4800 Town Center Drive
Leawood, KS 66211

Phone: 913-339-6700 Ext 222
Fax: 913-339-9325
Email: _____

ASCAP 2001 - 2002 RATE SCHEDULE FOR LOCAL GOVERNMENTS

SCHEDULE A **Base License Fee**

POPULATION	BASE LICENSE FEE
1 - 50,000	$250
50,001 - 75,000	500
75,001 - 100,000	600
100,001 - 125,000	800
125,001 - 150,000	1,000
150,001 - 200,000	1,300
200,001 - 250,000	1,600
250,001 - 300,000	1,900
300,001 - 350,000	2,200
351,001 - 400,000	2,500
400,001 - 450,000	2,800
450,001 - 500,000	3,100
500,001 plus	3,800, plus $500 for each 100,000 of population above 500,000 to a maximum fee of $50,000

SCHEDULE B **Special Events**

The rate for Special Events shall be 1% of Gross Revenue.

Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000.

"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENSEE for each Special Event.

SCHEDULE C **State Municipal and/or County Leagues or State Associations of Attorneys**

The annual license fee for LICENSEES who are legally organized as state municipal and/or county leagues or state associations of municipal and/or county attorneys shall be $250.

License Fee for Year 2003 and Thereafter

For each calendar year commencing 2003, all dollar figures set forth in Schedules A, B and C above (except the $500 add-on for populations of 500,001 or more) shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October. Any additional license fees due resulting from the CPI adjustment shall be payable upon billing by ASCAP.

ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339-3913 1.800.505.4052, 770.805.3475 (Fax)

ASCAP

Account No.:_____

2001 - 2002
ASCAP REPORT FORM
FOR LOCAL GOVERNMENTAL ENTITIES

Licensee: Leawood Parks & Recreation Report Completed By: Chris Claxton
Title: Director Date Completed: June 4,2002 Email Address: chrisc@leawood.org
Telephone No.: (913) 339-6700 Fax No.: (913) 339-6721 Web Site Address: www.leawood.org

CERTIFICATE: I hereby certify that the data reported below is true and correct as of this 4th day of June, 200 2.

SCHEDULE A - BASE LICENSE FEE *(Due upon execution of Agreement and within 30 days of the Agreement's renewal date.)*
REPORT YEAR: 2002 POPULATION: 29,000 (Per current U.S. Census Data) BASE LICENSE FEE: $ 250 (Please refer to Rate Schedule)

SCHEDULE B - SPECIAL EVENTS *(Report and payment due 90 days after the conclusion of each special event.)*

EVENT DATE (MM/DD/YY) If More than 1 Event Per Day, Please Report as Separate Entries	PERFORMER(S) OR GROUP(S) APPEARING	GROSS REVENUE** OF EVENT (MUST EXCEED $25,000)	% APPLIED TO GROSS REVENUE	EVENT FEE	IS A PROGRAM OF MUSICAL WORKS ATTACHED Yes or No	IF THE EVENT IS CO-SPONSORED Please identify the Co-sponsor name, address, phone number and ASCAP account number
			x .01	$		Name: Address: Phone No.: Account No.:
			x .01	$		Name: Address: Phone No.: Account No.:
			x .01	$		Name: Address: Phone No.: Account No.:
			x .01	$		Name: Address: Phone No.: Account No.:

*"Special Events" means musical events, concerts, shows, pageants, sporting events, festivals, competitions, and other events of limited duration presented by LICENSEE for which the "Gross Revenue" of such Special Event exceeds $25,000.
**"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each Special Event. If there are no monies from the sale of tickets, "Gross Revenue" shall mean contributions from sponsors or other payments received by LICENEE for each Special Event.

SCHEDULE C - STATE MUNICIPAL AND/OR COUNTY LEAGUES OR STATE ASSOCIATIONS OF ATTORNEYS
REPORT YEAR: 2002 ANNUAL LICENSE FEE: $250.00 *(Due within 30 days of renewal date.)*

*No Events Held to Date

Total Fees Reported From Any or All of Schedules A, B or C: $ 250.00

ASCAP, 2690 Cumberland Parkway, Suite 490, Atlanta, GA 30339-3913 800.505.4052 770.805.3475
Email: municipal_licensing@ascap.com

RESOLUTION NO. 1739

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND DURHAM TRANSPORTATION ['DURHAM'] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO THE JULY 4, 2002, CELEBRATION

WHEREAS, the City desires to provide specific transportation for the July 4, 2002, celebration; and

WHEREAS, Durham provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Durham 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 $1,740.00, between the City and Durham Transportation, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Durham School Services ("Independent Contractor"), dated the ~~4th~~ 17th, day of June, 2002.

The Independent Contractor is a (n):

- _Individual
- __Sole proprietorship
- __Partnership
- X Corporation

The Independent Contractor is located at:

Address: 5519 Merriam Drive
City/State/ZIP: Merriam, KS 66203
Business Telephone: (913) 384-1190

The Independent Contractor's Social Security or Employer Identification Number is:
43 1009 753 Fed tax ID

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:

- Provide two school buses from 11:00 a.m. to 11:00 p.m. to shuttle patrons.
- Provide two additional school buses from 4:00 p.m. to 11:00 p.m. to shuttle patrons for a total of 4 school buses.
- All school buses will shuttle patrons from American Academy of Family Physician's parking lot (114th & Tomahawk Creek Parkway) to Leawood City Park (10601 Lee Blvd.).
- All school buses will be regular school buses holding 44 passengers, 2 per seat, or not over loaded up to 65 passengers, 3 per seat.

Term of Agreement
The services called for under this Agreement shall commence on July 4, 2002 and shall be concluded on or before July 4, 2002.

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

- The sum of $1,470.00 for all four buses (2 buses at $455.00 each and 2 buses at $280.00 each).

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:

- A Certificate of Insurance covering the July 4th shuttle buses will be provided covering the amount of $2,000,000 in general liability.

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.

Other

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 6/17/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Durham School Services

By: Frances Russell

Title: General Manager

Date: 6-17-02

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: 6-17-02

Durham School Services
Contractor/Principal

By: Frances Russell
Signature

CORPORATE SEAL

General Manager
(Official Title of Signer)

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Rev. 04/02

RESOLUTION NO. 1740

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND DAVID MARTIN, ['MARTIN] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO THE 2002 LEAWOOD STAGE COMPANY PRODUCTION

WHEREAS, the City desires to provide music entertainment for the 2002 Leawood Stage Company Production; and

WHEREAS, David Martin ['Martin'] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Martin 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 $600.00, between the City and David Martin, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and David T. Martin ("Independent Contractor"), dated the 15th day of May, 2002.

The Independent Contractor is a(n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address: 4908 West 114th Street
City/State/ZIP: Leawood, Kansas 66211
Business Telephone: 913/491-4347

The Independent Contractor's Social Security or Employer Identification Number is:
SS#: 551-65-4007

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 as the Percussion instrumentalist (drummer) for the Leawood Stage Company's production to be presented on July 11, 12, 13, 14, 2002, inclusive, on the north side of Leawood City Hall (or incase of inclement weather, in the Community Center on the lower level of Leawood City Hall), 488 Town Center Drive, Leawood, Kansas 66211.

The Independent Contractor will rehearse with the conductor and other musicians for 10 rehearsals as well as the entire week of preparation and production at the performance site.

Term of Agreement
The services called for under this Agreement shall commence on May 15, 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 $600.00 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:

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.

AssignabilityThis 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: 6/17/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: David Martz

Title: Percussionist

Date: 5/13/02

RESOLUTION NO. 1741

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CHARLES T. HESTAND, ['HESTAND] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO THE 2002 LEAWOOD STAGE COMPANY PRODUCTION

WHEREAS, the City desires to provide music entertainment for the 2002 Leawood Stage Company Production; and

WHEREAS, Charles T. Hestand ['Hestand'] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Hestand 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 $400.00, between the City and Charles T. Hestand, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

SEAL

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Charles T. Hestand ("Independent Contractor"), dated the 15th day of May, 2002.

The Independent Contractor is a(n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address:1206 Little
City/State/ZIP: Grandview, Missouri 64030
Business Telephone: 816/763-1344 or 816/966-1212

The Independent Contractor's Social Security or Employer Identification Number is:
SS#: 496-~~664~~-8070
64 CTH

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 as the Bass instrumentalist for the Leawood Stage Company's production to be presented on 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 rehearse with the conductor and other musicians for 10 rehearsals as well as the entire week of preparation and production at the performance site.

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 $400.00 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:

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: 6/17/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

By: _____

Title: _____

Date: 5/14/02

RESOLUTION NO. 1742

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND TRACY RAMSEY ['RAMSEY] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO STAGE MANAGEMENT FOR THE 2002 LEAWOOD STAGE COMPANY PRODUCTION

WHEREAS, the City is in need of the services of stage management for the 2002 Leawood Stage Company Production; and

WHEREAS, Tracy Ramsey ['Ramsey'] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Ramsey 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 $350.00, between the City and Tracy Ramsey, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

[SEAL]

ATTEST:

Peggy Dunn, Mayor

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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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 Tracy Ramsey "Independent Contractor"), dated the 15th ay of May, 2002.

The Independent Contractor is a(n):

- X Individual
- __Sole proprietorship
- __Partnership
- __Corporation

The Independent Contractor is located at:

Address: 2114 West 79th Street
City/State/ZIP: Prairie Village, Kansas 66208
Business Telephone: 913/383-8475

The Independent Contractor's Social Security or Employer Identification Number is:
SS#: 373-64-3881

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 the Stage Manager for the Main Stage production to be presented on 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 Director and staff of the Main Stage production to be presented on July 11, 12, 13, 14, 2002. The Independent Contractor will work also with the staff of the Leawood Parks and Recreation Department.

The Independent Contractor will attend all rehearsals of the Main Stage production and call the show during its performances. The Independent Contractor is responsible for supervising all stagehands in the set up for each performance and for organizing the use of personal microphones during the run of the show.

The Independent Contractor will coordinate with the staff of the Youth Performance Players the use of production facilities during all performances.

The Independent Contractor is responsible for all stage props; acquiring them, securing them, and returning them—if borrowed or rented.

The Independent Contractor will work with the cast in the organization of backstage operations.

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 $350.00 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:

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: 6/17/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Tracy L Ramsey

By: _____

Title: Stage Manager

Date: May 17, 2002

RESOLUTION NO. 1743

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS ["LEAWOOD"] AND CREATIVE DISPLAYS, INC., ['CREATIVE'] [COLLECTIVELY THE 'PARTIES'], PERTAINING TO THE HOLIDAY LIGHTING CEREMONY

WHEREAS, the City is in need of the services for the holiday lighting ceremony; and

WHEREAS, Creative Displays, Inc., ['Creative'] provides such services; and

WHEREAS, the parties desire to execute an Independent Contractor Agreement to allow Creative 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 $8,740.00, between the City and Creative Displays, 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 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

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CITY OF LEAWOOD

Independent Contractor Agreement

AGREEMENT BETWEEN the City of Leawood, Kansas ("City"), a Kansas Municipal Corporation located at 4800 Town Center Drive, Leawood, Kansas, and Creative Displays, Inc. ("Independent Contractor"), dated the ~~4th~~ 17th, day of June, 2002.

The Independent Contractor is a (n):

- __Individual
- __Sole proprietorship
- __Partnership
- X Corporation

The Independent Contractor is located at:

Address: 14528 Dearborn
City/State/ZIP: Overland Park, KS 66223
Business Telephone: (913) 402-9627

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

_____

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:

- Install white holiday lights on the exterior of Leawood City Hall by Thanksgiving, November 28, 2002.
- Remove white holiday lights on the exterior of Leawood City Hall within the first week on January 2003. (weather permitting)
- Provide the Leawood Parks and Recreation Department with 500 replacement lamps, as needed.
- Provide the Leawood Parks and Recreation Department with long life mini lights at, as needed.

Term of Agreement
The services called for under this Agreement shall commence on November 28, 2002 and shall be concluded on or before January 10, 2003.

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

- The sum of $8,740.00 to be paid by July 3, 2002 in order to receive a 5% discount for labor to install and remove the holiday lights.
- The sum of $200 for 500 replacement lamps at $0.40 each, as needed.
- $12.50 per strand of long life mini lights, as needed.

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:

- A Certificate of Insurance covering the holiday lighting display will be provided covering the amount of $1,000,000 in general liability.

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.

Other

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

Date: 6/17/02

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

INDEPENDENT CONTRACTOR

Creative Displays

By: Paul Lessel

Title: President

Date: 6/9/02

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: 6/9/02

Paul Sessel
Contractor/Principal

By: Paul Sessel
Signature

CORPORATE SEAL

President
(Official Title of Signer)

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Rev. 04/02

RESOLUTION NO. 1744

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEAWOOD, KANSAS, A MUNICIPAL CORPORATION, ["CITY"] AND MARRS TREE SERVICE, INC., ["MARRS"] [COLLECTIVELY THE 'PARTIES'] FOR AN AMOUNT NOT TO EXCEED $27,000.00, FOR THE TRIMMING AND REMOVAL OF ADDITIONAL HANGING TREE LIMBS, RELATED TO THE JANUARY, 2002, WINTER ICE STORM

WHEREAS, the City experienced a winter ice storm in January, 2002, ['Storm'] that created a significant amount of damage to area trees; and

WHEREAS, the City entered into an Agreement dated March 25, 2002, [Resolution No. 1673] with Marrs to trim approximately 1,000 trees at the unit price of $125.00 per tree, at various locations throughout the City and to remove hanging/broken tree branches resulting from the Storm; and

WHEREAS, it was determined that the City was in need of increasing the number of trees to approximately 3,500 to be trimmed at the unit price of $125.00 per tree, and subsequently entered into a First Amendment to the Agreement, dated May 6, 2002, [Resolution No. 1714]; and

WHEREAS, it is necessary to have approximately 300 additional trees trimmed at the unit price of $90.00 per tree, and the parties desire to enter into a Second Amendment to the 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 Second Amendment to the Agreement with MARRS, Tree Service, Inc., attached hereto as Exhibit "A," and incorporated herein by reference for an amount not to exceed $27,000.00.

SECTION TWO: This resolution shall become effective upon passage.

PASSED by the Governing Body this 17th day of June, 2002.

APPROVED by the Mayor this 17th day of June, 2002.

Peggy Dunn

Peggy Dunn, Mayor

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SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO THE AGREEMENT is entered by and between the City of Leawood, Kansas ['Leawood'] and Marrs Tree Service, Inc., ['Marrs'] [collectively the 'parties'] this 17th day of June, 2002, and amends the Agreement entered into by the parties and dated March 25, 2002.

WITNESSETH:

WHEREAS, Leawood experienced a winter ice storm in January, 2002, ['Storm'] that created a significant amount of damage to area trees; and

WHEREAS, Leawood entered into an Agreement dated March 25, 2002, [Resolution No. 1673] with Marrs to trim approximately 1,000 trees at the unit price of $125.00 per tree, at various locations throughout the City; and to remove hanging/broken tree branches resulting from the storm;

WHEREAS, the Agreement was amended on May 6, 2002, to provide for the trimming of 3,500 trees at $125.00 per tree; and

WHEREAS, the parties desire to amend the terms of the Agreement by further increasing the estimated number of trees to be trimmed.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. The number of trees to be trimmed shall be increased by and additional 300 trees.

2. The unit price for these 300 additional trees will be $90.00 per tree.

3. All other terms and conditions of the Agreement as amended on May 6, 2002, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties executed this First Amendment to the Agreement on the date and year first written above.

CITY OF LEAWOOD, KANSAS

Peggy J. Dunn

Peggy J. Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

MARRS TREE SERVICE, INC.

Donald Marrs

[Signature]

DONALD MARRS

[Printed Name]

PRES.

[Title]

14025 W. 51st, Shawnee

[Address]

RESOLUTION NO. 1745

The Leawood Governing Body has considered the request for approval of final plat for Mission Reserve – 1st Plat, located at the southwest corner of 151st Street and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Mission Reserve – 1st Plat, ['Applicant'] submitted a request for a final plat for real property located at the southwest corner of 151st Street and Mission Road; and

WHEREAS, a LOMA from FEMA shall be required prior to issuance of a building permit on lots 13, 14 and 15, and;

WHEREAS, a 25' golf course easement buffer/no cut/no build line extend along the full length of the southern property line, and;

WHEREAS, the plat dedicates Tract D to the City of Leawood for the use of a cart path for the Ironhorse Golf Course, and;

WHEREAS, the developer is required to manage storm water issues regarding the Ironhorse Golf Course in accordance with a letter from Continental Consulting dated January 31, 2001, and;

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

1. The development is limited to 20 single-family lots on 12.51 acres.
2. The developer must pay a Park Impact Fee in the amount of $300 per dwelling unit. The amount to be paid prior to recording of the plat is $6,000.
3. The developer must pay a $200 per lineal frontage along 151st Street and Mission Road. A payment of $115,400 for Mission Road ($200 x 577.00) and $199,272 for 151st Street (996.36 x $200) for a total of $314,672 is required prior to recording of the plat.
4. A South Leawood Transportation Impact Fee of $17,358 shall be paid prior to recording of the plat. (2.22 miles from 135th Street x $625 x 12.51 acres)
5. The development shall have the following setbacks:
    a. A minimum front yard setback of 22.5' feet.
    b. A minimum side yard setback of 7.5' and 15' between structures.
    c. A minimum 20' street-side setback except on lots 8 and 17 that shall have a minimum setback of 15'.
    d. A minimum rear setback of 25' between structures.
6. The property owner agrees to an exchange of land with the City of Leawood so that the golf cart path of Ironhorse Golf Course no longer encroaches onto the Mission Reserve site. Evidence that this transaction has been completed must be provided to staff prior to the recording of the final plat.
7. Only Class A tile roofing material may be used on all properties.
8. The 25' golf course buffer easement/no build line shown along the southern property line shall be labeled as a golf course buffer easement/no cut/no build line.

9. The applicant shall attempt to retain as many trees as possible outside the 25' golf course easement/no build/no cut line.
10. Tracts E and F shall be included within the 1st Plat.
11. All trees, which are within the 25' golf course easement/no build/no cut line shall be retained.
12. 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, prior to the issuance of any building permits. No gates are allowed in this fence.
13. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
14. The developer shall be required to manage storm water issues regarding the Ironhorse Golf Course in accordance with the letter from Continental Consulting Engineers dated January 31, 2001. This shall include the requirement that the developer be required to clean out the drainage swale prior to, during, and at the conclusion of the construction. Proper erosion control methods will also be used and monitored. Any work done near or on the golf course property shall be coordinated with the golf course superintendent.
15. The developer agrees to resolve any issues of the Ironhorse Golf Course Committee.
16. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to construction of them.
17. Sidewalks are required per street construction standards. Sidewalks shall be provided along both sides of the two cul-de-sacs within the development.
18. Street trees must be installed (planted 40 feet apart on center) on both sides of all public streets and shall be a minimum of 2 ½" caliper.
19. Site distance triangles shall be platted at the intersection of 151st Terrace and Mission Road and the intersection of Catalina and 151st Street.
20. All utilities must be placed underground.
21. Appropriate language shall be included in the plat's text detailing the 25' golf course buffer easement/no cut/no build line along the south property line.
22. All regulations of the Public Works department must be resolved prior to recording of the plat, per attached Public Works memo.
23. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-three.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, June 17, 2002; and

WHEREAS, the Governing Body reviewed the application and accepted the 23 Planning Commission stipulations and added one additional stipulation to read as follows:

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

The lots in this subdivision are adjacent to or near a public golf course. Homeowners, by this covenant, acknowledge that the lots in this subdivision may, therefore, be subject to being struck by golf balls, noise, inconvenience and other items customarily inherent in a lot neighboring a golf course. Homeowners

expressly accept this lot subject to this restriction and waive any right to pursue the course or its customers for any claim, nuisance or any demand for relief based upon customary use of the golf course.

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 applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 17th day of June, 2002.

Signed by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

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

MEMORANDUM

Date: June 12, 2002

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

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

Re: Mission Reserve, 1st Plat
Case Number: 49-02

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

1) The City will not issue Building Permits for Lots 13-15 until after LOMA approval by the Corp of Engineers.
2) Tracts E & F shall be included with Plat 1. The lakes shall be constructed within three (3) months after LOMA approval by the Corp of Engineers.
3) Storm sewer pipes shall be extended to the proposed lakes.
4) Storm sewer pipes will not be allowed to connect to or direct flow to the eight (8) inch pipe, on the golf course, near Lot 2.
5) The site triangles for all entrances shall comply with the City of Leawood Development Ordinance, Section 4-6.3.
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) and APWA Kansas City Section 5600 for storm sewers.
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 developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

10) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

Copy: Project File
PW Book

RESOLUTION NO. 1746

The Leawood Governing Body has considered the request for approval of final plat for Mission Reserve – 2nd Plat, located at the southwest corner of 151st Street and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Mission Reserve – 2nd Plat, ['Applicant'] submitted a request for a final plat for real property located at the southwest corner of 151st Street and Mission Road; and

WHEREAS, Tracts E and F will be removed from the 2nd Plat and included within the 1st Plat; and

WHEREAS, a 25' golf course easement buffer/no cut/no build line extend along the full length of the southern property line; and

WHEREAS, the developer is required to manage storm water issues regarding the Ironhorse Golf Course in accordance with a letter from Continental Consulting dated January 31, 2001; and

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

1. The development is limited to 20 single-family lots on 11.0 acres.
2. The developer must pay a Park Impact Fee in the amount of $300 per dwelling unit. The amount to be paid prior to recording of the plat is $6,000.
3. The developer must pay a $200 per lineal frontage along 151st Street. A payment of $31,146 ($200 x 155.73') is required prior to the recording of the plat.
4. A South Leawood Transportation Impact Fee of $15,262.50 shall be paid prior to recording of the plat. (2.22 miles from 135th Street x $625 x 11.00 acres)
5. The development shall have the following setbacks:
   a. A minimum front yard setback of 22.5' feet.
   b. A minimum side yard setback of 7.5' and 15' between structures.
   c. A minimum 20' street-side setback except on lot 32 that shall have a minimum setback of 15'.
   d. A minimum rear setback of 25' between structures.
6. Only Class A tile roofing material may be used on all properties.
7. The 25' golf course buffer easement/no build line shown along the southern property line shall be labeled as a golf course buffer easement/no cut/no build line.
8. The applicant shall attempt to retain as many trees as possible outside the 25' golf course easement/no build/no cut line.
9. All trees, which are within the 25' golf course easement/no build/no cut line, shall be retained.
10. 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, prior to any building permits being issued. No gates are allowed in this fence.
11. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.

12. The developer shall be required to manage storm water issues regarding the Ironhorse Golf Course in accordance with the letter from Continental Consulting Engineers dated January 31, 2001. This shall include the requirement that the developer be required to clean out the drainage swale prior to, during, and at the conclusion of the construction. Proper erosion control methods will also be used and monitored. Any work done near or on the golf course property shall be coordinated with the golf course superintendent.
13. The developer agrees to resolve any issues of the Ironhorse Golf Course Committee.
14. All streets within the subdivision will be public. The developer or Homes Association will maintain any plantings or statuary within the street right-of-way. A maintenance agreement between the City and developer/homeowner's association for the proposed landscape medians and any other approved privately owned amenities in the public right-of-way shall be finalized prior to construction of them.
15. Sidewalks are required per street construction standards. Sidewalks shall be provided along both sides of the two cul-de-sacs within the development.
16. Street trees must be installed (planted 40 feet apart on center) on both sides of all public streets and shall be a minimum of 2 ½" caliper.
17. All utilities must be placed underground.
18. Appropriate language shall be included in the plat's text detailing the 25' golf course buffer easement/no cut/no build line along the south property line.
19. All regulations of the Public Works department must be resolved prior to recording of the plat, per attached Public Works memo.
20. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, June 17, 2002; and

WHEREAS, the Governing Body reviewed the application and accepted the 23 Planning Commission stipulations and added one additional stipulation to read as follows:

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

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

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 applicant's request, and the Planning Commission's recommendation of approval for said final plat.

Adopted by the Governing Body this 17th day of June, 2002.

Signed by the Mayor this 17th day of June, 2002.

[SEAL]

Peggy Dunn, Mayor

ATTEST:

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

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

MEMORANDUM

Date: June 12, 2002

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

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

Re: Mission Reserve, 2nd Plat
Case Number: 50-02

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

1) Tracts E & F shall be removed from the 2nd Plat and placed on the Mission Reserve 1st Plat.
2) Storm sewer pipes shall be extended to the proposed lakes.
3) The storm sewer easement on Lot 37 shall be modified to create a minimum angle of ninety (90) degrees between the inflow and the outflow pipe, as shown on the site development plan.
4) The site triangles for all entrances shall comply with the City of Leawood Development Ordinance, Section 4-6.3.
5) 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) and APWA Kansas City Section 5600 for storm sewers.
6) 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.
7) 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.

8) The developer shall pay $110/intersection to cover the costs of street signs to be installed by 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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RESOLUTION NO. 1747

The Leawood Governing Body has considered the request for approval of final plat for Tuscany Reserve - residential, located at approximately 137th and Pawnee, Leawood, Johnson County, Kansas.

WHEREAS, Tuscany Reserve - residential, ['Applicant'] submitted a request for a final plat for real property located at approximately 137th and Pawnee; and

WHEREAS, Tuscany Reserve appeared before the Planning Commission on April 23, 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 28 lots on 10.43 acres in the RP-4 zoning district and 58 lots on 41.32 acres in the RP-1 zoning district; and

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

1. The development is limited to 28 lots on 10.43 acres in the RP-4 zoning district and 58 lots on 41.32 acres in the RP-1 zoning district.
2. Street trees must be installed (planted 40 feet apart on center) on both sides of all streets.
3. All utilities must be placed underground.
4. All common areas shall be platted as tracts with the appropriate description provided on the plat and in the platting text.
5. The applicant shall work with Staff and the Fire Marshall on the issue of street names.
6. This plat shall have a deviation that allows a minimum front yard setback of 27.5'.
7. The applicant must obtain a variance from the Board of Zoning Appeals for all 20' street side yard setbacks in the RP-1 district.
8. All stipulations of the Public Works department must be resolved, per attached Public Works memo, prior to recording the plat.
9. Only Class A roofing material and tiles may be used on all buildings.
10. The applicant is responsible for a Park Impact fee in the amount of $300/ Unit prior to the recording of a final plat. ($300 x 86 = $25,800)
11. The developer shall be responsible for South Leawood Transportation Impact Fee as calculated in the amount of (0.10 miles x 53.78 acres x $625 = $3,361.25).
12. The developer shall construct 137th Street along the full frontage of the property.
13. The developer shall attempt to retain as many trees as possible in all common areas.
14. An erosion control plan for both construction and long term must be a part of the final engineering plans. The City Engineer must approve these plans.
15. 139th Street shall be connected to the future development to the west.
16. All monument signs must be placed within a common area with a maintenance agreement providing that a homeowners association will be responsible for their maintenance.
17. All common landscape areas are to be irrigated.
18. All sidewalks will be installed as per street construction standards.
19. A 10-foot wide meandering trail shall be constructed on the south side of 137th Street as required by the 135th Street Guidelines.
20. All streets within the subdivision will be public. The developer or Homes Association will maintain any planting or statuary within the street right-of-way.
21. A sign permit is required prior to the erection of any sign.
22. A digital copy of the recorded plat shall be submitted to Planning Staff.

23. Applicant agrees that if the construction of the project is not commenced and 50% build out by January 1, 2005, the City may make application to rezone the property to Agriculture and the property owner shall not object to the rezoning. In the event that the property is rezoned to Agriculture nothing herein shall prohibit the property owner from later making the appropriate application to the City for a zoning classification other than Agriculture.
24. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through twenty-three.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, June 17, 2002; and

WHEREAS, the Governing Body approves the request for final plat with the following additions:

1. The Homes association deed restrictions running with the land conform to the City Administrator's interpretation of sub-paragraph 3) c) of page 2 of the Public Works memo dated March 18, 2002, and noted in stipulation #8 (tape meter #2650), so it would be very clear that it would be appropriate that a funding mechanism to collect monies from the property owners for maintenance be established.
2. The developer/property owner agrees to execute a statement acknowledging in writing they agree to the 23 Planning Commission stipulations and the additional Governing Body stipulation.

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

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

Adopted by the Governing Body this 17th day of June, 2002.

Signed by the Mayor this 17th day of June, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett, City Attorney

City of Leawood

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MEMORANDUM

Date: March 18, 2002

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

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

Re: Tuscany Reserve Residential
Case Number: 21-02

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) Storm Drainage Report:
   a) The developer shall contract with a firm that is knowledgeable in bio-engineering for the design of the open channels in Tract C and Tract D. The firm must have a minimum of four (4) years of bio-engineering experience.
   b) Extend the storm sewer on Lot 4, Block 2, of Charlemagne Manor, to within the Tuscany Reserve Plat.
2) Traffic Impact Analysis:
   a) The developer shall have the traffic engineers analyze the intersection of 135th St and Pawnee La to verify the capacity of the intersection and complete any improvements recommended by the engineers.
   b) The Developer shall modify the traffic signal at the intersection of 135th Street and Pawnee intersection prior to issuance of Certificate of Occupancy for this development. The modifications shall include installing a signal pole for northbound Pawnee and all the necessary wiring in accordance with the City of Leawood Public Improvement Construction Standards.
   c) The intersection of 135th St and Pawnee shall be constructed with concrete and built to future 135th St roadway width (three lanes).
3) Plat:
   a) Provide a 10 foot Utility/Landscape Easement along both sides of 137th Street.

b) Glenfield Street between 137th Street and 137th Terrace and 137th Terrace at 137th Street shall be constructed per the Median Details in the Public Improvement Construction Standards. The roadway shall be a minimum of twenty-three (23) feet back to back.

c) Provide a statement in the legal description for Tract D that this is a detention pond for Tuscany Reserve Residential and Tuscany Reserve Commercial. Also include that the Tuscany Reserve Residential Homeowners Association shall be responsible for the survey and inspection of the detention pond, as required by City of Leawood Ordinance, and for any and all maintenance work required for the pond to function as designed.

4) The developer shall pay 25% of the cost for engineering, construction, inspection and administration of the traffic signals at 137th St and Chadwick if they become warranted in the future.

5) The developer shall construct 137th Street from Pawnee to Chadwick in one phase. The sidewalk shall be six (6) foot wide on the north side of 137th St, a ten (10) foot wide asphalt bike/hike trail shall be constructed on the south side of 137th St and the pavement width shall be 40 feet wide (back to back) and 150 feet long (minimum) at all intersections to provide for left turns.

6) The developer shall construct Pawnee from 135th St to 137th St. The sidewalks shall be six (6) foot wide and the pavement width shall be 40 feet wide (back to back) and 150 feet long (minimum) at all intersections to provide for left turns.

7) Sidewalks on islands and on tract's shall be constructed by the street contractor.

8) 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).

9) Developments on or between 133rd Street to 137th Street shall have all utilities relocated underground. This includes utilities on private property and utilities in the Right-of-Way between the curb and property line per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

10) Developments on or between 133rd Street to 137th Street shall use the City of Leawood's Special Street Light for all public roadway lighting per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997.

11) Developments on or between 133rd Street to 137th Street shall have six (6) foot sidewalks within the Right-of-Way, except where the ten (10) foot bike/hike trail is located, per the 135th Street Corridor Urban Design and Development Plan, adopted by the City of Leawood March 31, 1997. The sidewalk and bike/hike trail shall be constructed by the street contractor.

12) The developer shall obtain and submit to the Department of Public Works and the Building Official a copy of the NPDES Land Disturbance Permit issued by the Kansas Department of Health and Environment prior to any grading work at the site.

13) The developer shall obtain and submit to the Department of Public Works a copy of the State of Kansas and Corp of Engineer permit for all work to be performed on unimproved channels prior to Final Plat approval.

14) The permit fee for plan review and construction observation shall be five (5) percent of the construction cost for all improvements within the Right-of-Way or Public Easement(s) granted to the City of Leawood. The fee will be charged and collected from the Contractor prior to issuance of the permit from the Department of Public Works.

15) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

16) The plat will not be released for recording until all the permits for the Department of Public Works have been obtained by the Contractor(s) and all other requirements have been met.

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

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RESOLUTION NO. 1748

The Leawood Governing Body has considered the request for approval of preliminary site plan, for Bank of Blue Valley, located at the northeast corner of 135th and Mission Road, Leawood, Johnson County, Kansas.

WHEREAS, Bank of Blue Valley, ['Applicant'] submitted a request for a preliminary site plan, for real property located at approximately 135th and Mission Road; and

WHEREAS, Bank of Blue Valley appeared before the Planning Commission on May 28, 2002, and presented such requests for approval; and

WHEREAS, the development plan and settlement agreement for Market Square Center allowed 20,000 square feet for a bank on lot 4; and

WHEREAS, the Governing Body amended the settlement agreement on May 6, 2002, to allow for an additional 7,000 square foot basement, to be used for storage purposes only, providing for a maximum 27,000 square feet for lot 4; and

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

1. The building is limited to 27,000 square feet on 2.82 acres, of which the 7000 square foot basement shall be used for storage purposes only.
2. The applicant is responsible for a Park Impact fee in the amount of $.10/ square foot ($.10 x 27,000= $2,700.00) of finished floor area prior to the issuance of a building permit.
3. The applicant is responsible for the public art impact fee in the amount of $.10 / square foot of finished floor area ($.10 x 27,000 = $2,700.00) prior to issuance of a building permit.
4. The applicant is responsible for the K-150 impact fee in the amount $1.32/ square foot of finished floor area ($1.32 x 27,000 = $35,640.00) prior to the issuance of a building permit.
5. An erosion control plan for both temporary and permanent measures to be taken during and after construction will be required prior to a building permit being issued.
6. All power lines, utility lines, etc. are required to be underground; must be done prior to final occupancy of any building within the project.
7. A revised landscape plan identifying the Market Square Center landscaping as well as the revised landscaping for this project shall be provided at final. Additional landscaping needs to be added throughout the project. The applicant shall provide a detailed landscape plan signed and sealed by a Kansas registered landscape architect at the time of final site plan application.
8. The applicant will work with staff regarding the location and design of the trash enclosure and to be reviewed and approved by the Planning Commission at final plan.
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. Parking shall be limited to 110 spaces.
11. All rooftop equipment shall be screened from the public view with an architectural treatment, which is compatible with the building architecture. The phrase "screened from

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MEMORANDUM

Date: May 22, 2002

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

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

Re: Bank of Blue Valley
Case Number: 46-02

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

1) The engineer shall provide documentation that the stormwater detention pipes have the structural capacity for HS20-44 vehicle. This is required to determine if the pipes can support the fire trucks.

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

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

RESOLUTION NO. 1749

The Leawood Governing Body has considered the request for approval of a final plat, for Villas of Chapel Green, located at approximately 141st Terrace and Nall Avenue, Leawood, Johnson County, Kansas.

WHEREAS, Villas of Chapel Green, ['Applicant'] submitted a request for a final plat, for real property located at 141st Terrace and Nall Avenue; and

WHEREAS, Villas of Chapel Green appeared before the Planning Commission on June 25, 2002, and presented such requests for approval; and

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

WHEREAS, the plat consists of 23 single-family residential lots on 9.36 acres for a density of 2.46 dwelling units per acre; and

WHEREAS, Tract B of the plat will be owned and maintained by the Archdiocese of Kansas City; and

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

1. The project is limited to 23 single-family residential lots on 9.36 acres for a density of 2.46 dwelling units per acre.
2. The applicant is responsible for a Park Impact fee in the amount of $300/Unit ($300 x 23 = $6900) prior to the recording of a final plat.
3. The developer shall be responsible for South Leawood Transportation Impact Fee ($625 x 0.75 x 11.17 = $5,235.94).
4. The developer shall be responsible for a fee in the amount of $200/front foot ($200 x 458.07 = $91,614) for Nall Ave.
5. All lots shall have a front setback of 30', sideyard setback of 15' between buildings and 7.5' from the property line and a rear yard setback of 20'.
6. The access from Nall Avenue shall be right-in and right-out only.
7. Street trees shall be planted at a rate of one tree per 40 linear feet.
8. All utilities shall be placed underground.
9. All common areas shall be platted as tracts.
10. Lot frontage shall be a minimum of 72'.
11. A revised final plat showing the correct ownership and the correct location of tract B shall be submitted to the Planning Staff, prior to recording of the plat.
12. All streets within the subdivision will be public. The developer or Homes Association will maintain any planting, statuary or lighting within the street right-of-way.
13. The detention basin (tract B) located on the southeast corner of the development shall be owned and maintained by the Archdiocese of Kansas City.
14. All landscaped common areas shall be irrigated.
15. All sidewalks will be installed as per street construction standards.

16. The applicant must obtain all approvals and permits from the Public Works Department, per attached memorandum.
17. A sign permit is required prior to the erection of any sign.
18. A digital copy of the final plat shall be submitted to Planning Staff prior to recording.
19. The developer/property owner agrees to execute a statement acknowledging in writing that they agree to stipulations one through nineteen.

WHEREAS, the Planning Commission's recommendation was presented to the Governing Body at its regularly scheduled meeting on Monday, July 1, 2002; 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 1st day of July, 2002.

Signed by the Mayor this 1st day of July, 2002.

Peggy Dunn

Peggy Dunn, Mayor

[SEAL]

ATTEST:

Martha Heizer

Martha Heizer, City Clerk

APPROVED AS TO FORM:

Patricia A. Bennett

Patricia A. Bennett, City Attorney

City of Leawood

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MEMORANDUM

Date: June 25, 2002

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

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

Re: Villas of Chapel Green
Case Number: 56-02

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

1) *Traffic Impact Analysis:*
   a) The study indicated that the intersection of Nall Ave and the cul-de-sac would have an island along Nall Ave, which will create a right-in right-out intersection. The City of Overland Park has stated that they will not provide a full-access intersection or a southbound left turn into this cul-de-sac due to it's close proximity to the full access intersection being provided to the church.
2) Storm Drainage Study:
   a) The developer shall grade the site to drain to the detention pond. The City will not allow the subdivision flow to by-pass the detention pond.
3) Since these street lights are not the approved style for public subdivisions. The developer shall complete the Private Street Light agreement through the Public Works Department. This agreement stipulates that the Homes Association shall be responsible for maintenance, replacement of damaged street lights, wiring, poles, hardware, etc. The City of Leawood will pay for the electricity, which will be directly billed to the City of Leawood by Kansas City Power & Light.
4) The flood limits, as developed by CDW for Johnson County, shall be shown on the plat.
5) The minimum width of the road in the location of the island shall be twenty-three (23) feet back to back.

6) Sidewalks shall be shown on both sides of the road except on Lot 17 through Lot 22. The sidewalk in the island shall be constructed with ADA ramps that line up with ADA ramps on the east side of Lot 23 and on the west side of Lot 16 to allow pedestrians to cross the roadway.

7) Sidewalks along Tract A, within the island and within Sidewalk Easements shall be constructed by the street contractor.

8) Provide twenty-five (25) foot radius at the intersection with Nall Ave.

9) The grading plans shall include grading the Nall Ave Right-of-Way to the future grade.

10) The grading plan indicates a swale being constructed in the middle of the Lot 3 through Lot 7. The lots need to be graded to drain to an engineered swale at the rear property line or drain towards the street.

11) Remove all trees located within the Nall Ave Right-of-Way.

12) 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).

13) The site triangles for all entrances shall be revised to comply with the City of Leawood Development Ordinance, Section 4-6.3.

14) 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.

15) 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.

16) The developer shall pay $110/intersection to cover the costs of street signs to be installed by the Department of Public Works.

17) 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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