

CITY OF OVERLAND PARK, KANSAS

AGREEMENT BETWEEN

CITY OF OVERLAND PARK, KANSAS AND THE ARTS AND RECREATION
FOUNDATION OF OVERLAND PARK, INC.

FOR FUNDING THE CONSTRUCTION OF
THE GENERAL STORE, EDUCATION PAVILION and ICE CREAM PARLOR
AT THE DEANNA ROSE CHILDREN'S FARMSTEAD

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between the City of Overland Park, Kansas, hereinafter the "City", and the Arts and Recreation Foundation of Overland Park, Inc. hereinafter the "Foundation" and replaces the agreement dated May 12, 2008, for Funding the Construction of General Store/Ice Cream Parlor at the Deanna Rose Children's Farmstead .

WITNESSETH:

WHEREAS, the City and the Foundation have agreed to cooperate with respect to the construction of the General Store, Education Pavilion and Ice Cream Parlor to be located at the Deanna Rose Children's Farmstead.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors, and the Foundation for itself, and its successors, as follows:

ARTICLE I. RESPONSIBILITIES OF FOUNDATION

- A. Foundation shall be responsible for funding the construction and furnishings for the General Store, Education Pavilion and Ice Cream Parlor as outlined in the attached budget (Appendix A) not to exceed \$899,290.00. At the time of the signing of this agreement, the Foundation has \$719,290.00 designated for this project. The remaining \$180,000.00 will be collected by June 30, 2011.
- B. Foundation shall appoint two representatives to assist the City Project Coordinator to serve as advisors on any design or construction decisions affecting the amount of the Foundation's funding. These representatives shall be appointed by the Foundation President from the memberships of the Foundation Board of Directors and the Friends of the Farmstead Executive Committee.
- C. Foundation will make grants to the City on a monthly basis according to itemized invoices provided by the Project Coordinator.
- D. Any increase(s) in the amount of funds to be provided by the Foundation shall require approval of the Foundation.

- E. Foundation shall provide the City with a timetable for the payment of any increased funds it may agree to pay.
- F. Foundation agrees that once the General Store, Education Pavilion and Ice Cream Parlor are constructed, they will become the property of the City and the ongoing maintenance of the facilities will be the responsibility of the City.

ARTICLE II. RESPONSIBILITIES OF THE CITY

- A. The City will be responsible for constructing the General Store, Education Pavilion and Ice Cream Parlor and making payments to all suppliers, vendors and workers.
- B. The City shall allow the Foundation to complete payment of the total amount of this agreement by June 30, 2011. In the event that there are payments due to suppliers, vendors or workers that exceed \$719,290.00 before the Foundation has collected the additional \$180,000 it has committed to provide, the City shall make those payments and receive reimbursement from the Foundation no later than June 30, 2011.
- C. The City shall establish a project oversight committee composed of a Project Coordinator, the Foundation representatives and appropriate representatives from the City Recreation Services staff.
- D. The Project Coordinator will provide the Foundation with itemized invoices on a monthly basis to request payment to the City for the items contained in each invoice.
- E. The City shall allow the Foundation an appropriate amount of time to raise funds to pay for any increase(s) in the scope of the project as agreed to by the Foundation.
- F. The City shall be responsible for operation and maintenance of the General Store, Education Pavilion and Ice Cream Parlor upon completion of construction

ARTICLE III. GENERAL PROVISIONS

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. It is understood and agreed between the parties that there shall be no waiver or modification of the Agreement unless such waiver or modification is first reduced to writing and signed by all parties hereto.
- B. All notifications to the Foundation shall be sent to the Executive Director, P.O. Box 26392, Overland Park, KS 66225, unless different notification information shall be given to the City in writing. All notifications to the City shall be sent to the Director of Recreation Services, City Hall, 8500 Santa Fe Drive, Overland Park, KS 66212, unless different information is given to the Foundation in writing.
- C. Either party may terminate this agreement if it becomes apparent during the planning process that there will be additional costs above what is outlined in this agreement. Either party may terminate this agreement during the planning process if any issues arise that are not acceptable or would make the project undesirable. Either party may terminate this agreement if the final cost estimates for the construction of the General Store exceed the financial commitment of either party as outlined in this agreement.

IN WITNESS WHEREOF, the City of Overland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the Foundation has executed this Agreement in the prescribed form and manner, the day and year first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
Carl Gerlach, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

J. Bart Budetti, Attorney for City

THE ARTS AND RECREATION FOUNDATION OF OVERLAND PARK, INC.

By _____
Vicki Lilly, President

CONSTRUCTION BUDGET
GENERAL STORE, EDUCATION PAVILION and ICE CREAM PARLOR

Appendix A

ITEM	COST
CONSTRUCTION ICE CREAM PARLOR & GENERAL STORE	
Ice Cream Parlor & General Store	\$656,000
Construction Contingency 5%	32,800
Project Management 9 months 8/10 - 4/11 @ \$2,400 (Harold Engelhaupt)	21,600
TOTAL CONSTRUCTION ICE CREAM PARLOR & GENERAL STORE	710,400
FINISHES, FURNISHINGS AND EQUIPMENT	
Low Voltage, Phones, Cameras and Network	17,500
Cash Registers (POS)	15,000
Safe	4,000
Office Furniture	10,000
Copier	9,000
Work Stations (2)	5,000
TOTAL FINISHES, FURNISHINGS AND EQUIPMENT	60,500
EDUCATION PAVILION	
Pavilion	34,490
Installation	12,000
Roofing	5,500
Electric	3,000
Piers & Footings	10,000
Engineer Work	1,500
Decking	30,000
Skirting	5,000
Picnic Tables	6,000
Bleachers	2,600
Fans	1,100
Heaters	1,200
TOTAL EDUCATION PAVILION	112,390
ICE CREAM PLAZA EATING AREA	
Ice Cream Plaza	10,000
Tables & Chairs	6,000
TOTAL ICE CREAM PLAZA EATING AREA	16,000
TOTAL COST	\$899,290