

CITY OF PRAIRIE VILLAGE

December 20, 2010

**Committee Meeting
6:30 p.m.**



City Council Meeting

December 20, 2010



Dinner provided by:

SALTY IGUANA



Burritos and Enchiladas
Beans and Rice
Iguana dip, Chips and sauce
Dessert

**COUNCIL COMMITTEE
December 20, 2010
6:30 p.m.
Council Chambers**

AGENDA

CHARLES CLARK, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

**COU2010-60 Consider Approval of Personnel Policy relating to IT Policy and associated modifications to the Records Management Policy
Nic Sanders**

**COU2010-61 Consider agreement with Swartz Consulting, LLC for telephone systems consulting related to RFP & telecommunications project management process.
Nic Sanders**

**Presentation of Conceptual Study for Cambridge St. Realignment
Keith Bredehoeft**

***COU2010-62 Consider Agreement with Affinis Corp for the Preliminary and Final Design for Cambridge St
Keith Bredehoeft**

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: December 6, 2010
City Council Meeting Date: December 6, 2010

COU2010-60 Consider approving updates to the City's Information Technology Usage and Records Management policy.

SUGGESTED MOTION

Move that the Committee:

- 1) Adopt Information Technology Usage policy.
- 2) Approve the changes to the City's Records Management Policy.

BACKGROUND

During the review of the City's Personnel Policies, it became apparent that the applicability of the City's current policies regarding information technology required updating. The proposed policy consolidates and updates four (4) administrative policies and increases the standards and guidelines related to information technology. Telephone, internet, and e-mail and other technology usage guidelines for employees are clearly stated in the updated Policy along with appropriate standards for legal compliance.

Because of the proposed changes to the Information Technology Usage policy, the City's Records Management Policy will need to be revised to include those related items as requested by the City Attorney. Both the Information Technology Usage Policy and the Records Management Policy have been reviewed by legal counsel.

ATTACHMENTS

- Proposed Information Technology Usage Policy
 - Proposed Records Management Policy
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Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Specialist

Date: November 22, 2010



City Council Policy: PPXXX - INFORMATION TECHNOLOGY USAGE

Effective Date:

Amends: AP1105a - Internet Procedures, November 1, 1998,
AP1105b - Voice and Electronic Mail Message Procedure, November 1, 1998, AP1105c - Telephone Use Procedure, November 1, 1998, AP1105d - Computer and Software, November 1, 1998

Approved By:

I. SCOPE

A. This policy covers appropriate use of any City Information Technology and applies to all Employees, vendors, and agents operating on behalf of the City.

II. PURPOSE

A. The purpose of this Policy is to establish the standards and guidelines related to the use and security of City Information Technology.

III. RESPONSIBILITY

- A. Employees are responsible for adhering to the standards set forth in this policy.
B. The City's Information Technology staff is responsible for implementing standards of this policy, ensuring they are complied with by running periodic checks and assisting departments on gaining information when necessary.

IV. DEFINITIONS

- A. "City" is defined as the City of Prairie Village, Kansas.
B. "Employee" is defined as anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status*.
C. "Information Technology" means, to the extent owned, leased, or otherwise lawfully possessed by the City, all communication and computing devices and systems including, but not limited to, computers, Internet connections, Intranets, networks, servers, routers, switches, pagers, cell phones, PDA's, facsimile machines, printers, scanners, E-mail or other electronic communication devices, voice mail, storage systems, other devices, and any data transmitted to or from or stored or kept in any of the above.
D. "Users" are Employees, contractors, temporary workers, vendors, volunteers and others granted access to the City's Information Technology systems for City business purposes.
E. "E-mail" is the electronic transmission of information through a mail protocol such as SMTP or IMAP.
F. Sensitive information is information that is or could be damaging to the City or its reputation.

V. POLICY

- A. It is the policy of the City to provide or contract for Information Technology resources and equipment necessary to promote the efficient conduct of City business and to serve the public interest.
B. Information Technology resources are to be used productively for the benefit of the City and in furtherance of City business. It is the responsibility of City Employees and any other authorized individuals to use Information Technology in an efficient, ethical, and lawful manner.
C. All Information Technology resources, including all messages and data sent, received, or stored on such resources are the property of the City of Prairie Village. City officials and Information Technology staff may, at any time, monitor User activity and the content of

information accessed, transmitted, and used by Users of the system in order to promote the efficient and effective conduct of City business.

- D. Users have no expectation to privacy in their use of the Information Technology, including any incidental personal use. Except as may be prohibited by law, the City may, without permission of the User, monitor, audit, intercept, access or disclose all data and messages created, received, or sent using Information Technology resources. Passwords or access codes provided to any User to access the City's Information Technology are granted solely for the purpose of ensuring and maintaining the security of the system and do not provide or create any personal right or expectation of privacy for any User. Users may not disclose to any third party any Information Technology passwords unless required or permitted by this policy or applicable law.
- E. City departments which have access to or make use of criminal justice information systems shall comply with all state, federal and contractual requirements and obligations related to the use of such systems.
- F. Incidental personal use by Employees of the City's Information Technology resources may be permitted as long as it:
 - 1. Is brief and occasional;
 - 2. Does not interfere with the Employee's work, another's work, or the City's operations;
 - 3. Does not violate any City policies, procedures, or rules or put any City systems or resources at risk; and
 - 4. There is no marginal cost to the City on account of such personal usage.Notwithstanding anything contained in this policy to the contrary, Employees may not access with Information Technology resources (social networking websites) for any length of time for any purpose whatsoever without the prior consent of the Employee's Manager.
- G. Employees engaging in the improper use of Information Technology resources are subject to the full range of sanctions for violating terms of employment, including the loss of computer or network access privileges, disciplinary action, termination of employment with the City, and other legal action as may be available to the City. Some violations may constitute criminal offenses, and the City may report such violations to appropriate authorities. Improper use includes any use of Information Technology resources that violates this policy, any use that would result in violations of other City policies, State, or Federal laws or regulations as well as any harassing, offensive, demeaning, insulting, defaming, intimidating, fraudulent, threatening, discriminatory, obscene, or sexually suggestive written, recorded, or electronically retrieved or transmitted communications.
- H. Employees should use the same restraint and grammatical caution when sending messages, working notes, or other correspondence using Information Technology resources as they would when sending formal memoranda. Communications that would be inappropriate under other City policies are equally inappropriate when transmitted using Information Technology resources. Contentious exchanges, insubordinate statements and offensive language are inappropriate. Employees are expected to use professional judgment and common sense at all times. If an inappropriate Web site is accessed, the site or browser session should be immediately closed. Users should contact their immediate supervisor if unsure about the appropriateness of a particular Web site.
- I. In addition to the rules and regulations promulgated under this policy, an Employee's supervisor may impose additional Information Technology usage restrictions with which a User must comply.
- J. Employees should not duplicate, introduce, download, or distribute from the Internet or from an e-mail any software or materials that are copyrighted, patented, trademarked, or otherwise identified as intellectual property without express permission from the owner of the material. Employees are required to adhere to all applicable licensing and intellectual property restrictions. The City may conduct periodic checks of the contents of Information Technology resources to ensure compliance with this section and will remove any software not in compliance.
- K. Using the Internet and e-mail also can expose Information Technology resources to an array of "viruses" that can "infect" the City Information Technology resources and cause the loss of information or even a complete shutdown of the system. Employees must exercise due care and caution to prevent computer viruses from being received or transmitted through the

system. These viruses may be present in certain Internet files, programs, or e-mail attachments. When appropriate Internet material or e-mail files are downloaded, they should be scanned using the City antivirus software. Users should not open e-mail messages or attachments unless they are certain of the trustworthiness of the source. Messages that appear likely to contain inappropriate material or a security threat should be deleted immediately. Employees should use care in communicating confidential information and should take reasonable steps to ensure that the communication is properly identified and directed. Users must be mindful that certain communications systems, such as E-mail and cellular telephones, can be easily misdirected or intercepted. Proprietary and trade secret information generally should not be transmitted via e-mail, facsimiles, cellular telephones, or any other insecure communication system. Users must comply with the required or appropriate levels of confidentiality related to governmental information systems and records, including but not limited to that level of confidentiality required for the protection of Protected Health Information by HIPAA. Each User is responsible for the content of all text, audio, or images that they transmit, store, or otherwise dispose of using Information Technology.

- L. Users are responsible for the management of data transmitted or received using Information Technology in accordance with City Council Policy: CP036 - Records Management Program. In addition to the information contained in the record retention policy, Users should be aware of the following:
 - 1. Should the City receive a subpoena for information, retention of information related to such will be required to be stored pursuant to the standards dictated by the subpoena.
 - 2. Any correspondence sent to a majority of the City Council will be retained by the City Clerk. Items may include, but are not limited to:
 - a.) Public Hearing Items or Comments
 - b.) Pending or Open Lawsuit
- M. The City uses Web Content Filtering systems to prevent Employees from accessing certain non-business related Web sites, as determined in the City's sole discretion from time to time. Employee that need access to a blocked site for City business purposes should consult with the appropriate supervisor, manager, and the IT Department. When justified, as determined in the reasonable discretion of the appropriate Manager and IT Manager, access to a blocked site may be provided. The fact that a particular Web site is not blocked does not mean that Users are necessarily permitted to access that site.
- N. The City Information Technology resources are intended to promote the efficient and effective performance of City business and should be used solely for that purpose, except as otherwise permitted under this policy. Unacceptable uses of Information Technology resources include, but are not limited to the following:
 - 1. For personal gain or to conduct a for-profit business enterprise;
 - 2. To exchange information related to religious, social or other activities that have no affiliation with the City, other than the incidental and occasional personal use permitted by this policy;
 - 3. To view, store, display or transmit any messages or images that contain defamatory, false or fraudulent, abusive, obscene, pornographic, profane, sexually-oriented, threatening, racially offensive or otherwise biased, discriminatory or harassing material unless required by position;
 - 4. To view, store, display or transmit any messages or images in violation of any local, state or federal law, or which contains illegal material or solicits the performance of any activity or conduct that is prohibited by law;
 - 5. To view, store, display or transmit messages or images that violate the City policy and regulations prohibiting sexual harassment;
 - 6. To introduce computer worms, viruses or other malicious programs;
 - 7. To exchange messages likely to result in the disruption or loss of the recipient's work and/or other uses that are likely to cause congestion of the network or telephone systems or otherwise interfere with the work of others;
 - 8. To knowingly falsify or appropriate another User's identification;
 - 9. To access another User's voice-mail or e-mail account without his or her express consent, or otherwise use another's identity in utilizing Information Technology resources;

PPXXXX Information Technology Usage

10. To attempt or gain unauthorized or unlawful access to information or computer and communications resources;
11. To access services that provide streaming media or other continuous data, audio or video that is not business related;
12. To intentionally or negligently access Web sites or services that constitute a virus or other security threat to the City network;
13. To load, install, or run software, or to visit Internet sites that facilitate peer-to-peer file sharing, gaming, gambling, or other unauthorized activity;
14. To upload or save to removable media data belonging to the City for any inappropriate purpose or personal gain;
15. To use encryption devices on Information Technology resources without authorization, or to circumvent or subvert any Information Technology security measures imposed by the City or its personnel;
16. To introduce, use, or access software or hardware devices designed to gain unauthorized access to Information Technology resources or record the use of another by password recording, port scanning, keystroke recording, or any other method;
17. To introduce, use, or access software or hardware devices designed to corrupt or destroy Information Technology resources or cause any harmful effect; or
18. The City reserves the right to deem other Information Technology uses inappropriate and in violation of this policy where the use would violate this policy, other City policies, rules, or regulations, or would violate applicable federal, state, or local laws, rules, or regulations.

I have read and agree to abide by the policies set forth in this Policy _____: Information Technology Usage.

Print Name

Date of Execution: _____

City Council Policy: CP036 - Records Management Program

Effective Date: October 21, 2002

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

A. This policy is to provide direction for a Records Management Program, to bring consistency to the conduct of the City's record keeping operations, to eliminate unnecessary records, and to clarify the established City records control procedures.

B. Further, this policy establishes the responsibility for the custody of records to include:

1. Location;
2. Method of storage;
3. Personnel responsibility; and
4. Criteria and authority for active records, inactive records and destruction of records.

III. RESPONSIBILITY

A. City Clerk

IV. DEFINITIONS

A. "Active Records": Records in current use; often retained in offices because frequent reference is needed.

B. "Department Manager": The officer who by ordinance or administrative policy is in charge of an office of the City of Prairie Village that creates or receives records.

C. "Essential Records": Any record of the City necessary for the resumption or continuation of operations of the City in an emergency or disaster, including but not limited to the recreation of the legal or financial status of the City or the protection and fulfillment of obligations to the residents of the City.

D. "Inactive Records": Records which are seldom referred to, but which must be retained, temporarily or permanently because of administrative, fiscal, legal, historical and/or research value.

E. "Permanent Record": Any record of the City of Prairie Village for which the retention period on a records control schedule is given as permanent.

F. "Record": ~~All~~ volumes, documents, ~~papers, letters, reports, maps, drawings, charts, indexes, plans, ledgers, maps, disks, microfilm~~ memoranda, sound or video recordings, photographs and/or microfilms, photographic records and other data, information and documentary material, regardless of physical form or characteristics, created storage media or condition of use, made, or received, maintained or received by, kept by, or in the possession of the City of Prairie Village, its officers or employees. Published in the transaction of official City business. City records may be in the possession of a third party, but do not lose their character as a City record by virtue of such possession, and they are covered by this policy. The term does not include published material acquired and preserved solely for reference purposes, extra copies of documents preserved only for convenience of reference and stocks of publications, blank forms and duplicated documents ~~are not included within the definition of records.~~

G. "Records Custodian": The employee of the City of Prairie Village designated on Attachment A, as the custodian for a specific City Department.

H. "Records Management Officer": The person designated as the Freedom of Information Officer/City Clerk for the City of Prairie Village.

I. "Records Management Program": The application of management techniques to the creation, use, maintenance, retention, preservation and disposal of records for the purposes of reducing the costs and improving the efficiency of record keeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and

permanent records, the economical and space effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

J. "Records Retention Schedule": The document prepared by or under the authority of the Records Management Officer listing the records maintained by the City of Prairie Village, their retention periods, and other records disposition information that the records management program may require and any updates thereto, which shall be approved by the City Administrator and the Department Managers and adopted by the City Council. The current version of the Records Retention Schedule is attached hereto as Attachment B.

K. "Retention Period": Means the minimum time that must pass after the creation, recording, or receipt of a record or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

V. POLICY

A. In consideration of this policy established guidelines as set by Kansas Statutes, Federal Regulations, Legal Opinions and Record Value Determinations have been considered. These include, but are not limited to the following:

1. KSA 10-111, as amended - Cancellation of Bonds and Coupons
2. KSA 12-120, as amended - Destruction of Certain Records
3. KSA 12-121 - Statutory Basis for Record Disposal of documents of temporary value after a reasonable time
4. KSA 12-122, as amended, Reproduction of records on film
5. KSA 12-123, as amended, Evidence in courts or administrative agencies
6. KSA 13-518 - General Duties of Clerk, Records and Accounts, Deputies, Salaries
7. KSA 45-215 through 45-225, as amended - Open Records Act
8. KSA 45-401 - Government Records Preservation Act
9. KSA 45-402 - Definitions
10. KSA 45-403 - Records public property; destruction prohibited, except as permitted by retention and disposition
11. KSA 45-421, as amended - Original copies kept until negative copy of film has been deposited in a secure place.
12. KSA 45-501 - Computer Disks and Tapes, recording on
13. KSA 45-502 - Use of standard size paper for documents filed with state agencies and courts.
14. KSA 58-2224, as amended - Recordation of instruments, papers or documents, making of photographic or micro photographed copies deemed recording and record books
15. KSA 60-465, as amended - Authentication of copies of records.
16. KSA 60-469 - Photographic copies to prove content of business and public records
17. F.L.S.A. 29 C.F.R. Subsection 516.5 and 516.6 - Payroll records, employment records, purchase of goods and supplies.
18. AG Op. #76-88 - Public Records; destruction of Certain Records.
19. Administrative Order No. 138 - The Supreme Court of the State of Kansas.

B. Disposition of Records - The City staff is authorized to dispose of those records listed in the Records Retention Schedule after the minimum retention period has been fulfilled. It is not compulsory to discard the records. The records are grouped by departments in the Records Retention Schedule, See attachment B. Inactive records shall be readily accessible to staff.

C. Records Retention Schedule (Attachment B) -

1. The Records Retention Schedule shall be created in conjunction with the individual City Departments based on their records inventory, the value of the record, accepted records retention standards and required Federal and State retention rulings.
2. The Schedule shall identify the records. It will further provide the retention requirements of each record indicating the time period to be kept in active status in department offices; the number of years to be kept as an inactive record kept in the designated Records Storage Area and when the record can be legally destroyed.
3. This schedule shall be approved by the City Administrator and the Department Head and adopted by the Governing Body.
4. Updates to the Records Retention Schedule shall be coordinated by the City Clerk and presented to the City Council for approval and inclusion in the Council Policy on Records Retention.

D. Treatment of Electronic Records

1. Certain internal electronic documents and communications, including electronic mail (e-mail) and Internet e-mail, if they pertain to City of Prairie Village business, are City records and should be printed by the originator or recipient (for those received from sources external to the City of Prairie Village) and filed with paper files of correspondence, case files, project files or other appropriate record series, included within a digital records keeping system, or otherwise disposed of in accordance with this Records Management Program.

2. Internal Electronic Mail

- a) To the extent possible, internal e-mail communications should be used as the functional equivalent of informal telephone or in-person conversations which do not document transactions, decisions, or findings and are not City of Prairie Village records. Users should delete non-record internal e-mail messages as soon as they no longer have value in accomplishing their current work.
- b) Internet e-mail communications that replace written or faxed correspondence, document purchases or otherwise record transactions should be printed and filed in accordance with this Records Management Program. Those e-mail messages that represent the functional equivalent of informal telephone or in-person conversations and which do not document transactions, decisions or findings are not City records.

E. Responsibility - Designation of Records Management Officer. The Freedom of Information/City Clerk, and the successive holders of said office, shall serve as Records Management Officer for the City of Prairie Village.

1. Responsibilities of the Records Management Officer. The Records Management Officer shall be responsible for the implementation of the Records Management Program and shall:

- a) ~~a-)~~ in cooperation with Department Managers identify essential records and establish a disaster plan for each municipal office and department to ensure maximum availability of the records in order to reestablish operations quickly and with minimum disruption and expense;
- b) ~~b-)~~ develop procedures to ensure the permanent preservation of the historically valuable records of the City;
- c) ~~c-)~~ monitor records retention schedules and administrative rules issued by the Kansas Historical Society to determine if the records management program and the municipality's records control schedules are in compliance with state regulations;
- d) ~~d-)~~ disseminate to the City Council and Department Managers information concerning state laws and administrative rules relating to local government records; and
- e) ~~e-)~~ ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the records of the City of Prairie Village are carried out in accordance with the policies and procedures of the records management program and the requirements of the state law.

2. Department Managers shall:

- a) ~~a-)~~ cooperate with the Records Management Officer in carrying out the policies and procedures established in the City of Prairie Village for efficient and economical management of records and in carrying out the Records Management Program; ~~b-)~~ adequately document the transaction of government business and the services, programs, and duties for which the Department Manager or his or her staff are responsible;
- b) adequately document the transaction of government business and the services, programs, and duties for which the Department Manager or his or her staff are responsible;
- c) ~~c-)~~ maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the Records Management Program of the City of Prairie Village; and
- d) ~~d-)~~ report to the City Clerk during March of each year that his/her files have been purged and files transferred to the designated records storage area in accordance with the approved Records Retention Schedule.

3. Records Custodians

- a) ~~a-)~~ Be responsible for the neat and orderly filing of department records
- b) ~~b-)~~ Take an audit/inventory of all files by February 15th of each year to ensure that the files have been purged;

- c) ~~e~~ - Examine all records going to storage and label records to be stored identifying the records and if possible, the destruction date.
 - d) ~~e~~ - Determine which records are no longer actively used, but are not yet scheduled for destruction; advise City Clerk or possible revisions to the records retention schedule.
4. Designation of Official and Alternate Records Custodians for each location of records is as follows:

<u>Department</u>	<u>Official Custodian(s)</u>
Administration	City Clerk
Codes Administration	Building Official
Municipal Court	Municipal Court Administrator
Accounting/Finance	Finance Director
Personnel	Director of Human Resources
Public Works	Office Manager - Public Works
Public Safety	Computer Systems Specialist

VI. PROCEDURES

A. This program has been prepared to aid City officials and employees in solving the growing problem of what can be done to dispose legally of official records after their administrative, legal, historical and/or fiscal values have expired and to set forth criteria for keeping records.



COUNCIL COMMITTEE

Committee Meeting Date: December 20, 2010

Council Meeting Date: January 4, 2011

COU2010-61 Consider approving the agreement with Swartz Consulting, LLC for telephone systems consulting related to the RFP and telecommunications project management process.

SUGGESTED MOTION

Move that the Governing Body approve the agreement with Swartz Consulting, LLC to provide telephone systems consulting related to the RFP and telecommunications project management process.

BACKGROUND

In September 2010, the Governing Body approved an agreement with Swartz Consulting, LLC to review the state of the City's current telecommunications systems. Swartz Consulting is a local firm specializing in analyzing telecommunications systems and recommending reasonable solutions. Staff recommended Swartz Consulting after seeking references and interviewing firms.

Swartz Consulting conducted an assessment in fall 2010 of the City's current phone and voicemail systems. The study found that, "the City's telecommunications infrastructure is outdated and at increasing risk of failure. Such a failure would have a negative impact on the City's ability to conduct necessary business; a failure at the public safety facility could be very serious." In addition to these findings, the study reported that since the City's telecommunications systems (phone and voicemail) have been declared to be at an "End of Life" status, the following issues occur:

1. No manufacturer support for system problems. The manufacturers will not take support calls; if Century Link (City's current maintenance provider) cannot fix a problem, they will not be able to call the manufacturer for additional support.
2. No additional software development. There will be no new releases or new features; the existing capabilities are all that is available.
3. No software patches will be developed. If a system has a software problem, there will be no way to obtain a patch to fix it.
4. No additional licenses are available. Once the existing licenses are used, no more can be added. However, the City has the ability to add 71

addition ports at City Hall and 154 addition ports at Public Works before additional licenses are required.

5. Physical parts are still available, but only as used equipment and the amounts available are decreasing.
6. Qualified technicians are still available, but also in decreasing quantities as these technicians retire or are laid off. New employees are not trained on these outdated systems.

In addition, the City's' current system is based on old technology. Technologies such as VOIP (Voice over Internet Protocol) and others have replaced the architecture that the existing City system is based on. Furthermore, the current system has limited capabilities and is unable to provide options that could increase productivity and enhance business processes that other systems could provide.

By utilizing the services of Swartz Consulting, staff will be able to have a "subject matter expert" guiding them through a process in which they currently unable to do due to the complex nature of the telecommunications industry. Swartz Consulting will provide assistance through the RFP and decision making process and also assist in project management and oversight should the Governing Body approve replacement of the system.

Any major changes to the existing telecommunications system or acquisition of a new system will require the review and approval of the Governing Body.

FUNDING SOURCE

Equipment Reserve Fund - Budget Amount \$100,000.

City staff recognized the antiquated system will need upgrades or replacement and recommended funds be budgeted in the Equipment Reserve Fund. Staff is committed to exploring cost conscience solutions.

PUBLIC NOTICE

Not applicable.

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Specialist

Date: December 10, 2010

November 9, 2010

Mr. Nicholas Sanders, PHR
Human Resources Specialist
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

Dear Nic:

This document contains a Scope of Work, with deliverables and pricing, for creating the RFP for a new telecommunications system, evaluating the responses, pricing negotiations, and contract negotiations. The Scope of Work describes the process itself. I have also included a time line that we can use as a start for establishing the time line requirements for the project. Finally, there is a page that lists the deliverables and the pricing for the project.

Please let me know if you need any additional information, or if you would like to make adjustments to the Scope of Work.

I'm looking forward to working with you and the rest of the team on this project.

Sincerely,

Melissa Swartz

Melissa Swartz
Swartz Consulting, LLC
913-894-0159
mswartz@swartzconsulting.com

Scope of Work

A new telecommunications system gives organizations the chance to improve productivity and, in some cases, decrease expenses. However, new capabilities can be expensive and many should only be deployed to users who will take advantage of them. We have a four step process that ensures that the new system selected will provide the features and functionality that are needed, but without needless expense. We then ensure that the implementation process, including the contract and the system installation, follows through on the promises made during the sale.

Step 1: Needs Analysis—Already Completed

Step 2: Request for Proposal (RFP)

Based on the findings of the needs assessment, and additional information that will be needed, we will create a Request for Proposal (RFP) that specifies a system to meet the requirements of your organization. After the RFP is approved and issued, we recommend that a bidders conference be held (either on site or via conference call) to ensure that all vendors have seen the site and that initial questions are answered. The steps in this phase include:

- Gather additional technical information on cabling, extension counts, and IT environment. Utilize Needs Analysis Questionnaire and City input to gather data.
- Develop technical specifications for the City of Prairie Village's requirements. Prepare an RFP that will define the system requirements (including features, phone counts, incoming lines, etc.). In addition, the RFP will include sections that outline the City of Prairie Village's expectations for installation quality, testing procedures, time frames, service response levels, terms and conditions, testing requirements, system acceptance criteria, and ongoing system support. Our goal is to create an RFP that clearly states your unique needs, and that is comprehensive enough to protect your interests after you obtain a new system.
- Submit the RFP to City of Prairie Village for approval, and modify as needed.
- Provide list of recommended vendors to receive RFP, if a list is not already in place.
- Issue the RFP to prospective bidders via email, prior to Bidder's conference, allowing vendors to examine the specifications and prepare questions for the meeting.
- Conduct Bidders' Conference that goes over bid specifications and answers vendor questions. This conference allows all vendors to hear the same explanations and answers to questions, keeping the process as fair as possible. Provide walk through of the City of Prairie Village's premises as required by vendor installation personnel.
- Issue addendums or clarifications to RFP as needed.
- Answer vendor questions regarding RFP, as necessary. Notify all vendors in writing of all questions and answers.

Step 3: Proposal Evaluation and Vendor Selection

Once the vendors submit their proposals, they must be evaluated. This process can be complex and time consuming, and the amount of information that must be evaluated can be overwhelming. In addition, it is difficult to tell if each proposal is compliant with the RFP, and if the systems are consistently engineered.

We evaluate the proposals and present a written comparison of our findings. Often, we narrow the field to the top two to three proposals, then dig deeper on those. This could include attending vendor presentations along with our client. These sessions provide a much better feel for the operation of the proposed system and the culture of the proposing vendor. The additional information is compared and the new system is selected. We work with our clients to arrive at the decision that is the best for their situation. In most cases, we provide information on system operation, and various pros and cons, and our client decides which factors are most important to them.

This phase includes the following activities:

- Evaluation of the RFP responses received. We will evaluate each proposal to ensure that the system will meet all requirements specified. We will note differences in system capabilities and features available.
- Vendor responses will be adjusted as necessary to allow for equal comparison of each proposal. For example, if equipment is left out of one proposal, the cost will be added back in so that no vendor's price is artificially low. We will compare exact equipment listings to ensure that all vendors are providing comparable configurations.
- We will ask follow up questions to the vendors to clarify information provided and obtain further information as needed.
- In cases where it is appropriate, we will attend the vendor presentations that demonstrate the system and the vendor's capabilities.
- We will provide a recommendation on the vendor/system that best meets the City of Prairie Village's requirements, based on the City of Prairie Village's criteria. Responses will be ranked based on criteria established by the City of Prairie Village. A written comparison of all proposals will be provided, with information regarding the technical aspects of the proposals, as well as a complete pricing comparison for anticipated costs for a five year period.
- Assist City of Prairie Village in negotiating an acceptable contract with the selected vendor. This is a very important, but often overlooked, part of the process. We are not a substitute for proper legal counsel; however, we are experienced in contract negotiations and will provide assistance from a technical perspective. We have reviewed many vendor contracts, and know which terms and conditions are slanted to give the vendor the upper hand in the final contract. We can assist with our knowledge of common language in vendor contracts, and by knowing which items are negotiable, and what to ask for.

Step 4: Project Management

Swartz Consulting, LLC offers a complete project management service which will ensure that your new system is installed so that it meets your needs and expectations, as well as the terms and conditions of your contract with the vendor. Telecommunications system installations can be complex and time consuming, and require time and attention from the client as well as the vendor. Our staff has managed the installation of hundreds of systems, and knows what is needed to get a system installed correctly and on time.

During this phase, we will ensure that the selected vendor installs the systems and services as contracted for and specified in the RFP. In our experience, we have found that once the sale is made, the people who were involved in that process are replaced by the installation crew who knows nothing about the negotiations or special agreements that were part of the initial process. This often causes issues with the installation, which we will work to prevent.

Our services go beyond include installation of just the equipment itself. We manage all aspects of the installation, including phone lines and long distance services, equipment room and power issues, user training, help desk support, and problem resolution. We will ensure that the installation is done properly, and on time.

Our role is one of oversight and management, rather than one of actually doing all of the work associated with such a complex project. The telecommunications staff will still have an enormous amount of work to do in support of the project, especially in terms of interfacing with the users and approving the database and floor plans.

Our process includes the steps listed below.

- Creation of a time line for the project, listing all of the steps necessary, and assigning responsibility and completion dates for each step.
- Hold project kick off meeting with the client and vendor to determine milestone dates for project(s), review the installation plan and time line, communicate responsibilities and expectations.
- Ongoing status meetings to verify the progress of the installation, and handle delays and unexpected issues as they arise.
- Utilize milestone chart, modified as necessary, to track projects.
- Provide City of Prairie Village with regular project status reports and meeting notes for system installation.
- Providing advice and support for system software design.
- Participate in meetings to determine key configuration parameters (phone templates, trunking and routing configurations, etc.).
- Coordination with local, long distance, data, and other vendors as needed to ensure a coordinated installation of all necessary services
- Order tracking and coordination.
- Work with City of Prairie Village and the selected vendor to structure the user training classes in a way that ensures that the proper information is conveyed accurately and effectively, and that handouts and training reflect the particular needs of each client. This may include a preview of the training class where specific items are addressed, when necessary.
- Make periodic site inspections to ensure progress of the project and performance quality, and to ensure that City of Prairie Village is indeed getting the products and services they require.
- On -site cutover support, as well as the following workday(s), as needed, to oversee quality of the installation, and to ensure that the system is installed properly and that adequate testing has been performed.
- Supervision of the vendor help desk, to monitor problems experienced by users and to ensure that no system defects are overlooked.
- Supervision and monitoring of the completion of post cutover punch list items.
- Verification that system acceptance criteria have been met.
- Verification of first bill from vendor

The time line below assumes a start date of Decmeber 1, 2010. The time line for each project will vary based on the complexity and size. The time line below is typical for a project similar in size to the City of Prairie Village, and would have the installation beginning in April 2011, with the change to the new system in early June. If the installation is needed sooner, the time line can be compressed to meet your objectives. We would like to work with the City to determine the best ways to shorten the tasks.

	Month 1				Month 2					Month 3				Month 4				Month 5				Month 6					Month 7			
	6	13	20	27	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Obtain additional info	■	■																												
Create RFP			■	■	■	■																								
Issue RFP, Bid Mtg						■	■																							
Q&A							■	■	■	■	■																			
Proposals Due											■	■																		
Proposals Evaluation												■	■	■	■	■														
Decision																■	■													
Contract Negotiations																	■	■	■	■										
Begin Implementation																				■	■	■	■	■	■	■	■	■	■	
In Service																											■	■	■	

Project Deliverables and Pricing

Request for Proposal \$7,875

This phase consists of the activities described in the Scope of Work.

Deliverables:

1. A Request for Proposal that defines the needs of the City of Prairie Village's, including:
 - System operation and features, including phones, attendant consoles, features and software, voice mail, system administration and management, call accounting, redundancy and survivability, etc.
 - Installation and Acceptance, including implementation plans, general requirements, cable record and cut sheet requirements, database and training requirements, testing, documentation, and acceptance criteria.
 - Ongoing Support, including warranty and maintenance requirements.
2. Written responses to vendor questions submitted.

Proposal Evaluation/Vendor Selection Report \$6,750

This phase consists of the activities described in the Scope of Work.

Deliverables:

1. A written analysis of up to 6 submitted proposals, including:
 - A report will be provided which will include an evaluation of the proposals that were submitted, with pros and cons of each.
 - A pricing analysis.
 - A recommendation concerning the best proposal for the City of Prairie Village's needs. We will make a presentation of this information to upper management, as necessary.
 - A list of suggested changes to the selected vendor's standard contract which will make the agreement more fair to both parties.

Project Management (Pricing TBD)

We cannot provide an accurate price for project management until we have more information about the complexity of the installation, and the applications to be implemented. Once we have completed the phases above, we can provide a proposal and scope of work for project management. As an alternative, we often work on an hourly billing basis for project management. Our hourly rate is \$125 per hour.

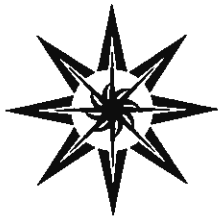
The documentation provided during this phase varies according to the individual needs of the project, but often includes:

- Project Plan/Timeline
- Meeting Notes
- Status reports
- Copies of all orders placed with various vendors
- Documentation as required in the RFP (Typically provided by the vendor, but approved by us)

City of Prairie Village Responsibilities

We would need the assistance of the City of Prairie Village's staff for the following activities:

1. Fill out the Needs Analysis Questionnaire with information not previously provided.
2. Provide information on existing procedures, policies, and system design.
3. Share existing documentation that shows the overall architecture and interaction of the existing systems, as well as call flow diagrams, which can be used to define requirements
4. Showing us the existing equipment rooms, data center, telephone closets, data closets, etc.
5. Showing us the existing cable plant, where feasible.
6. Providing cable diagrams and configuration records for the existing system.
7. Provide information on the existing data network architecture.
8. Review and comment on the needs assessment report.
9. Review and comment on the RFP.
10. Review and comment on the vendor comparison and recommendation.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 20, 2010
Council Meeting Date: December 20, 2010

*COU2010-62 CONSIDER PROJECT 190894- CAMBRIDGE STREET PRELIMINARY AND FINAL DESIGN AGREEMENT

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the preliminary and final design of Cambridge Street from 78th Street to 79th Terrace in the amount of \$71,260.00.

BACKGROUND

Affinis Corporation was selected as the 2010 and 2011 Design consultant and this agreement is for the preliminary and final design of Cambridge Street from 78th Street to 79th Terrace. This project is related to the park improvements at Weltner Park. The project will relocate Cambridge Street through Weltner Park and will make improvements to the intersection at Cambridge Street and 79th Street.

Affinis Corporation completed the Conceptual Study for this project and a public meeting was held on November 17, 2010. About twenty-five residents attended the meeting. Comments about the project were generally positive. Comments we did receive such as the details of how the project would affect a resident's yard etc. will be addressed with the final design phase of the project. Additional meetings with specific residents will take place to discuss project details.

Since the public meeting it was determined not to extend the project south to Somerset Drive. There are two reasons for making this decision. First the budget will not allow for this section to be built at this time and while there are accidents at this intersection it is not currently a high accident location. The public comments were not negative about the change at Cambridge Drive and Somerset Drive but we did not get the feeling that the public thought this was as important as the intersection at 79th Street and Cambridge Street.

FUNDING SOURCE

Funds are available in the 2010 Bond Project

RELATED TO VILLAGE VISION

- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Keith Bredehoeft, Project Manager

December 14, 2010

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190894: CAMBRIDGE STREET IMPROVEMENTS

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Affinis Corp, a corporation with offices at 7401 West 129th Street, Suite 110, Overland Park, KS, 66213 hereinafter called the "Consultant".

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 190894: Cambridge Street Improvements, hereinafter called the "Project",

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

1. CITY RESPONSIBILITIES

- 1.1. The City has designated the Manager of Engineering Services, Mr. Keith Bredehoeft, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant's services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. This project includes the realignment of Cambridge Avenue from State Line Road to south of 79th Street and the rehabilitation of Cambridge from 79th Terrace to 79th Street. The proposed improvements shall be limited to roadway and utility improvements in these areas. Improvements to the park facilities will be addressed as a separate project.

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below and in more details in Exhibit A.
- 3.2. **Preliminary/Final Design Phase**
 - 3.2.1. Conduct field reconnaissance to evaluate, verify and identify:
 - 3.2.1.1. Issues determined in the concept phase.
 - 3.2.1.2. Drainage issues of the existing infrastructure by observing water flow during, immediately after and after three days with no rain.
 - 3.2.1.3. Location for new sidewalk
 - 3.2.1.4. Need for and limits of driveway replacement
 - 3.2.1.5. Need for which type of ADA ramps
 - 3.2.1.6. Utility locations and conflicts
 - 3.2.1.7. Tree conflicts
 - 3.2.2. Determine drainage improvements after consultation with City
 - 3.2.3. Review locations of existing traffic markings for compliance with MUTCD and City standards. Prepare preliminary pavement marking and signing plans.
 - 3.2.4. Identify location and scope of relocations of potential utility conflicts.
 - 3.2.5. Identify location of bench marks and section markers

- 3.2.6. Prepare a project title sheet.
- 3.2.7. Prepare plan and profile sheets for street realignment and reconstruction showing all utilities, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as potential utility conflicts.
- 3.2.8. Prepare typical sections.
- 3.2.9. Prepare cross sections for all street reconstruction.
- 3.2.10. Prepare a layout plan of all existing and proposed easements and rights of way. Preparation and filing of right of way vacation documents is not included in this scope of services.
- 3.2.11. Prepare a traffic control plan showing temporary traffic control measures per MUTCD for the phases of construction.
- 3.2.12. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.2.13. Conduct a field check with City.
- 3.2.14. Prepare final specifications and project manual.
- 3.2.15. Prepare and submit to City two copies of permanent and temporary easements, right of way and vacation and right of entry documents in approved Johnson County Register of Deeds format to the City.
- 3.2.16. Perform quality control review and revise plans accordingly.
- 3.2.17. Prepare and submit one half size set of final design plans and specifications for City review
- 3.2.18. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.2.19. Request utility comments and construction schedule.
- 3.2.20. Prepare a final opinion of probable construction cost.
- 3.2.21. Prepare all bid documents using the City's standard documents.
- 3.2.22. Attend monthly project progress meetings. Prepare and distribute meeting notes to City representative and all other attendees within five working days.
- 3.2.23. Provide one hard copy and electronic copy of any report, or drawing in Microsoft Word or Excel.
- 3.2.24. Provide files of the plan or drawing in PDF Format.

3.3. Bidding Phase

- 3.3.1. Provide the City a notice of bid for publication.
- 3.3.2. Mail notice to bid to potential contractors and plan houses
- 3.3.3. Provide to printing house plans, bid documents, and specifications for potential bidders to purchase.
- 3.3.4. Provide all utilities with bid set of plans.

- 3.3.5. If necessary prepare and distribute addenda prior to bid opening.
- 3.3.6. Provide to the City an engineer's estimate and bid tab sheet.
- 3.3.7. Attend bid opening
- 3.3.8. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
- 3.3.9. Assemble five sets construction documents including bonds for execution by the contractor and the City.
- 3.3.10. Submit contractor signed contract documents to the City for execution and award.
- 3.3.11. Provide one hard copy and electronic copy of any report, or drawing in Microsoft Word or Excel.

4. **TIME SCHEDULE**

- 4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.
- 4.2. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- 4.3. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.4. Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Final Design Phase	Due by May 1, 2011
Bid Advertisement Date	May 13, 2011
Letting Date	June 3, 2011

5. **COMPENSATION**

5.1. The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Preliminary/Final Design Phase	Total Maximum Fee	\$ <u>675,6890.00</u>
Bidding Phase	Total Maximum Fee	\$ <u>3,580.00</u>
	Total Fees	\$ <u>7169,2670.00</u>

5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.

5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.

5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. **GENERAL PROVISIONS**

6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.

6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or

disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 Insurance:

- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.
- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- 6.4.5 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a

contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

- 6.5 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.11 Successors and Assigns:

- 6.11.1 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.2 Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 6.11.3 Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By: _____
Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By _____
John B. Thomas, P.E., Principal

Address for giving notices:

Affinis Corp
7401 West 129th Street, Suite 110
Overland Park, KS 66213

Telephone: 913-239-1100

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
December 20, 2010
7:30 p.m.**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. PUBLIC PARTICIPATION**
- V. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff:

- 1. Approve Regular Council Meeting Minutes - December 6, 2010
- 2. Approve Claims Ordinance 2878
- 3. Ratify the Mayor's appointment of Yuliya Matskevych and Ivan Novikov to serve as Student Representatives on the Prairie Village Sister City Committee
- 4. Approve the renewal of a contract with the city's Prosecutor, Deb Vermilion
- 5. Approve a contract with Attorney Lenin Guerra to provide Public Defender services to Spanish speaking defendants
- 6. Approve the renewal of a contract with Animal Medical Center
- 7. Adopt Resolution 2010-15 establishing 2011 Salary Ranges
- 8. Approve a three year weather services contract with Weather or Not
- 9. Approve a three year contract with Coffee Plus
- 10. Approve a three year contract with Deffenbaugh Industries Inc
- 11. Approve a three year contract with Lexington Plumbing for plumbing services
- 12. Approve a three year contract with Town & Country Building Services for custodial services
- 13. Approve a three year contract with Kansas City Tree for Tree Services

VI. MAYOR'S REPORT

Recognition of Jeanne Koontz for Professional Development

VII. COMMITTEE REPORT

COU2010-62 Consider Agreement with Affinis Corp for the Preliminary and Final Design for Cambridge St - Charles Clark

VIII. STAFF REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 381-6464, Extension 4616, no later than 48 hours prior to the beginning of the meeting.

**If you are unable to attend this meeting, comments may be received by e-mail at
cityclerk@pvkansas.com**

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

December 20, 2010

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
DECEMBER 6, 2010

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 6, 2010 at 7:30 pm in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council Members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Dale Beckerman, Charles Clark, David Morrison and David Belz.

Also present were: Wes Jordan, Chief of Police; Captain Tim Schwartzkopf; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager for Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all those present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Dan Andersen, Kathy Peterson and Jack Scherer addressed the Council on behalf of the Jazz Fest Committee. They announced the committee is planning a 5K run as a fundraiser for Jazz Fest. The run has been scheduled for Sunday, May 15th; however, the route has not been finalized. It will be in Prairie Village.

Mayor Shaffer acknowledged the presence of Valorie Carson with United Community Services. He noted there were two United Community Services items on the Council Consent agenda.

CONSENT AGENDA

Ruth Hopkins asked that item #2 be removed from the Consent Agenda. David Morrison asked for item #5 to be removed. Charles Clark moved approval of the Consent Agenda for December 6, 2010 as amended:

1. Approve Regular Council Meeting Minutes - November 15, 2010
2. Removed
3. Approve an agreement between the City of Fairway and the City of Prairie Village for Multi-Jurisdictional Building Inspection Services
4. Approve the renewal of a contract with the City's Public Defender, Robin A. Lewis
5. Removed
6. Approve the contribution allocated recommended by the Drug & Alcoholism Council of Johnson County for 2011 Alcohol Tax Funds
7. Approve a Letter of Understanding with the Johnson County Department of Human Services and Aging for Administration of the Utility Assistance Program for Prairie Village residents
8. Approve the issuance of Cereal Malt Beverage Licenses to the following businesses for 2001:
 - Walgreen Company - Store #13032 at 4016 West 95th Street
 - Four B Corp - Hen House #22 at 4050 West 83rd Street
 - Four B - Hen House #28 located at 6950 Mission Road
 - Hy-Vee, Inc. - Store at 7620 State Line Road
 - PCF Sale Co, LLC - Circle K #6100 at 9440 Mission Road
9. Ratify the Mayor's reappointment of Patrick Delaney and Alleen VanBebber to the Prairie Village Civil Service Commission for a three-year term ending in January, 2014
10. Approve Construction Change Order #2 with Miller Paving, Inc. for Project 191024: 2010 Concrete Repair Program in the amount of \$13,315.22 bringing the final contract amount to \$643,315.22

A roll call vote was taken with the following members voting "aye": Herrera, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Beckerman, Clark, Morrison, Ewy Sharp and Belz.

Ruth Hopkins asked for an update on the communications with Sun Publications regarding producing a City magazine. Andrew Wang responded that communications with Sun Publications and the Communications Committee are still occurring. However, the Communications Committee felt that the Village Voice accomplished specific tasks that would not be as well met in a magazine based publication. They felt the information would be lost in the editorial comments and many anticipated advertisements. They did not feel the proposed Sun Publication magazine would be an effective replacement for the Village Voice but are continuing discussions to see how both can be used to improve communication with residents.

Ruth Hopkins moved the City Council approve a contract with First Choice Associates, LLC for six bi-monthly issues of the Village Voice. The motion was seconded by Dale Beckerman and passed unanimously.

David Morrison stated his opposition to the use of taxpayer funds for contributions to non-profit entities. He acknowledged the value of the groups requesting funding, but does not see it as the City's role to give taxpayer money to other entities. Residents should be able to determine where their money is being donated.

Ruth Hopkins moved the City council approve the 2011 contribution allocation recommended by United Community Services for Human Service Fund Grants in 2011. The motion was seconded by Dale Warman and passed by a vote of 7 to 1 with Mr. Morrison voting "nay".

MAYOR'S REPORT

Mayor Shaffer read and presented a proclamation of appreciation to Keith Bredehoeft for his service to the City as Interim Public Works Director from January, 2010 to November, 2010. Mr. Bredehoeft thanked the Mayor and Council for the opportunity to serve in this position and acknowledged the support of staff and city employees during his time as interim director. He looks forward to continuing to work with the Council and with Bruce McNabb to provide the best public works services to Prairie Village residents.

Mayor Shaffer announced his appointment of Marie Ramirez for a three-year term on the Drug and Alcohol Council of United Community Services representing the City of Prairie Village. Marie Ramirez was present and thanked the Mayor for the appointment and Chief Jordan for his recommendation. She is looking forward to this opportunity to serve her community. David Belz added his support for Mrs. Ramirez' appointment based on his experiences with her during the Citizen Police Academy.

COMMITTEE REPORTS

Community Center Committee

David Belz distributed the Executive Summary of the Citizen Survey results from the Community Center Feasibility Study. He noted that 365 responses were received. The firm conducting the study indicated that a response of 300 would indicate a valid survey. Mr. Belz noted that his comments on the following findings reflected his view of the results and noted all statistical data is subject to interpretation.

- What priority should be placed on a new indoor community/aquatic center compared to other issues in the City.

- Sixty-nine percent of respondents indicated that the City should place at least a medium priority on the development and operations of a center.
- Preferred Funding Source for the Costs of Operating and Constructing a new indoor Community/Aquatic Center
 - Thirty-five percent of the respondents prefer a ½ cent sales tax for funding, 21% prefer a combination of a property tax and ½ cent sales tax.
- Maximum amount of additional property taxes respondents would pay for fund a new center
 - Forty-five percent are not willing to pay any additional property tax.
 - Thirty-eight percent are willing to pay less than \$150 in additional property tax per year.
- Support for a ½ Cent Sales Tax to fund a new indoor Community/Aquatic Center.
 - Sixty-seven percent of respondents indicated they might vote to support a ½ cent increase in sales tax. However, Mr. Belz noted this survey was taken before the recent approval of an additional 1% CID sales tax increase.
- How should Operating Costs for the new Center be covered
 - Sixty-three percent of respondents indicated that all or a majority of the operating costs should be covered by user fees. Mr. Belz noted that when the City of Mission built their center they advised their residents that user fees would cover 85% at most of the operating fees. He noted the public needs to be educated that this will need to be subsidized partially by the City for on-going operational costs.

David Belz stated his interpretation of the survey indicates support for a center, but stressed the need for the residents to clearly understand the full picture on the funding of the construction of the center as well as the on-going operational costs.

Al Herrera stated he was not impressed with the results of a survey based on so few residents and feels the issue needs to be taken to a vote of the residents.

Dale Warman confirmed that there was also being conducted a feasibility study to address the impact of centers in the area on the success of the Center. Charles Clark

added the next step is to do a business study as to what the real cost will be. Mr. Warman noted that capital costs are a small part of the costs and the City will have to subsidize the on-going operation of the Center.

STAFF REPORTS

Mayor Shaffer announced that staff reports were given at the Council Committee of the Whole meeting.

OLD BUSINESS

There was no Old Business to come before the City Council.

NEW BUSINESS

Al Herrera commented on the lack of Christmas lights in the City. The lights on the tree at 75th and Cherokee are not all working. He questioned if it would be better to light fewer locations and have more lights. He would rather not do anything than to be embarrassed by the City's display. Quinn Bennion responded that the 2010 budget was cut back significantly due to financial constraints. He asked Mr. McNabb to check on the status of the tree lighting contract and the status of the lights at 75th & Cherokee.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	12/07/2010	7:00 p.m.
Environmental Recycle Committee	12/08/2010	7:00 p.m.
Sister City Committee	12/13/2010	7:00 p.m.
Arts Council	12/15/2010	7:00 p.m.
Council Committee of the Whole	12/20/2010	6:00 p.m.
City Council	12/20/2010	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a pastel exhibit by Pat Jessee in the R. G. Endres Gallery for the month of December.

The Mayor's Holiday Gala for Volunteers is December 10th at 6:30 p.m. at Homestead Country Club.

The Municipal Foundation will be hosting a Gingerbread House Decorating Party on Sunday, December 12th. There will be sessions at 1:00 p.m., 2:30 p.m. and 4:00 p.m. A second Decorating Party will be held at Brighton Gardens on Sunday, December 19th at 2:00 p.m.

The City Offices will be closed Friday, December 24th in observance of Christmas and Friday, December 31st in observance of the New Year holiday. Recycling and trash pick-up will be on the normal days both weeks.

The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5.00 each.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:05 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 20, 2010

**Copy of Ordinance
2878**

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
96122-96124	11/1/2010	9,425.00	
96125-96128	11/5/2010	6,692.13	
96129-96241	11/12/2010	889,910.53	
96242-96304	11/24/2010	75,152.98	
Payroll Expenditures			
11/5/2010		230,124.03	
11/19/2010		235,834.40	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		816.68	
Intrust Bank - fee		338.43	
KCP&L		6,770.50	
Wageworks - Section 125 admin fees		252.92	
Intrust Bank - purchasing card transactions		8,284.51	
Kansas Gas		189.49	
Marshall & Ilsley - Police Pension Remittance		7,297.46	
State Sales Tax Quarterly			
TOTAL EXPENDITURES:			\$ 1,471,089.06
Voided Checks			
Basic Business Products	# 96247	(263.90)	
TOTAL VOIDED CHECKS:			(263.90)
GRAND TOTAL CLAIMS ORDINANCE			1,470,825.16

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 20th day of December 2010.

Signed or Approved this 20th day of Decemberr 2010.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



MAYOR

**Council Meeting Date: December 20, 2010
Consent Agenda**

Consider appointments to Sister City Committee

RECOMMENDATION

Mayor Shaffer requests Council ratification of his appointment of Yuliya Matskevych and Ivan Novikov to serve as Student Representatives on the Prairie Village Sister City Committee

BACKGROUND

The Sister City forwarded to Mayor Shaffer volunteer applications from two students desiring to serve on the Sister City Committee with their recommendation for approval. Yuliva is a student at Shawnee Mission Northwest that recently moved to the United States from the Ukraine and Ivan is a student at Shawnee Mission East. Student representatives serve a one-year term. Both their volunteer applications are attached.

RELATION TO VILLAGE VISION

CC3a Cultivate an environment that celebrates diversity.

ATTACHMENTS

Volunteer applications

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: December 14, 2010



**City of Prairie Village
APPLICATION TO VOLUNTEER**

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name Yuliya Matskevych Spouse's Name _____

Address 12012 W 77th Street #204 Zip 66216 Ward _____

Telephone: Home (913) 544-2715 Work _____ Fax _____

E-mail yuliya94@gmail.com Other Number(s): (913) 461-2831

Business Affiliation _____

Business Address _____

What Committee(s) interests you? _____

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

I am a student at the SM Northwest High School, and I recently moved to the USA. I know the life of the Ukrainian students, and am in contact with a lot of them. I think I can help committee a lot by sharing my ideas, and making suggestions about to how make closer relationships with Ukrainian citizens. I am ready to spend as such time as needed for committee, and do the best job I can.

Thank you for your interest in serving our community.



City of Prairie Village
APPLICATION TO VOLUNTEER

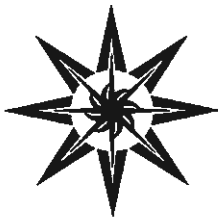
Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name IVAN Novikov Spouse's Name none
Address 7510 Lamar Zip 66208 Ward _____
Telephone: Home 913-901-8746 Work _____ Fax _____
E-mail Ivanovik11@yahoo.com Other Number(s): cell 913-908-0578
Business Affiliation _____
Business Address _____
What Committee(s) interests you? Sister City Committee

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

I'd like to join the Sister City committee because I'd be the only young person there. Most people there don't know much about my generation or things such as "Facebook". It's also advantageous for me because I imagine helping out the Sister City Committee would look nice when applying for college. These are the reasons why I'd like to join, and I'd be a win-win for all if I did.

Thank you for your interest in serving our community.



CITY CLERK DEPARTMENT

Council Meeting Date: December 20, 2010

Consent Agenda: Renewal of City Prosecutor Contract

RECOMMENDATION

Staff recommends the Council renew a contract with the city's Prosecutor, Deb Vermillion.

BACKGROUND

The Prairie Village Municipal Court Prosecutor's main responsibilities include prosecution of misdemeanors, and traffic violations that occur within the City of Prairie Village and violations of Prairie Village City Ordinances.

Services include attendance at hearings to represent the City of Prairie Village as prosecutor in Municipal Court and preparation for such hearings. There is occasion when a case is appealed to the Johnson County District Court. The prosecutor is required to continue their representation of the City of Prairie Village at those hearings. The prosecutor is compensated at an additional hourly rate for appeal work.

Services also include serving as legal advisor to the Police Department, availability to discuss cases and prompt response to legality issues. This is also compensated at an additional hourly rate.

After completing an RFQ process for services, the City entered into a contract with Deb Vermillion to provide Prosecutor services for the City in 2009. It was amended in January 2010 when Ms. Vermillion became an employee of the firm Scharnhorst Ast & Kennard, P.C. The contract with Ms. Vermillion and the firm will expire on December 31, 2010 subject to renewal. Staff is recommending renewal of the contract until December 31, 2011.

FUNDING SOURCE

The Municipal Court budgets annually for prosecutor services. The proposed contract would cost \$20,160.00 annually or \$1,680.00 monthly. There are currently sufficient funds in the 2011 Municipal Court budget to cover this expenditure.

ATTACHMENTS

City Prosecutor Contract dated January 1, 2009 - December 31, 2010. First Amendment to Professional Services Agreement dated January 26, 2010. The contract has been reviewed and approved by the City Attorney.

PREPARED BY

Bettina Jamerson
Municipal Court Administrator

Date: December 10, 2010

RENEWAL OF PROFESSIONAL SERVICES AGREEMENT
CITY PROSECUTOR CONTRACT

The Professional Services Agreement (“Contract”) between the City of Prairie Village, Kansas (“City”) and Debra A. Vermillion (the “Original Contractor”), entered into January 1, 2009, a copy of which is attached hereto, and the First Amendment to Professional Services Agreement (“First Amendment”), a copy of which is attached hereto, between the City, the Original Contractor, and the firm of Scharnhorst Ast & Kennard, P.C., (the “Firm”) is hereby renewed, as of January 1, 2011, as follows:

1. The Contract is renewed for an additional one year period and shall terminate on December 31, 2011, subject to further renewal.

2. The CITY agrees to compensate the FIRM for the services described in the Contract the monthly sum of \$1,680.00 for the calendar year commencing January 1, 2011 through December 31, 2011.

3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Renewal of City Prosecutor Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to form:

Catherine P. Logan, City Attorney

ORIGINAL CONTRACTOR

Debra A. Vermillion

SCHARNHORST AST & KENNARD, P.C.

By: _____

PROFESSIONAL SERVICES AGREEMENT
CITY PROSECUTOR CONTRACT

This CITY PROSECUTOR CONTRACT (“Contract”), made and entered into this 1st day of January, 2009, by and between Debra A. Vermillion (the “Contractor”) and the City of Prairie Village, a Kansas municipal corporation (the “City”).

The Contractor and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Contractor shall provide the services as described in Exhibit A (the “Work”), all as attached and incorporated herein.

b. The Contractor shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Contractor shall be responsible to the City for the acts and omissions of her agents and employees, and other persons performing any of the Work.

c. The Contractor is free to establish and control her times of performance of the Work and the City shall not dictate time of performance except as stated required by hearings and trials set by the court, and as noted in Exhibit A.

d. The Contractor is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties’ intention that the Contractor will be an independent contractor and not the City’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers’ compensation law, and Kansas unemployment insurance law. The Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out the Contractor’s activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Contractor shall at all times hold an unrestricted license to practice law in the State of Kansas. The Contractor shall give all notices and comply

with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Indemnification. The Contractor shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Contractor to fulfill the Contractor's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

6. Insurance. The Contractor shall purchase and maintain professional liability insurance in minimum amounts of five hundred thousand dollars (\$500,000.00) per specific claim and one million dollars (\$1,000,000.00) per aggregate claim per occurrence. If required by the City, Certificates of Insurance acceptable to the shall be filed with the City prior to commencement of the Work. The Certificates shall contain a provision stating that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed and accepted by the City.

7. Contract Fee. The Contractor shall be compensated for the Work as set forth in Exhibit A. The Contractor shall provide a monthly statement for services. The City shall promptly pay amounts due to the Contractor.

8. Contract Term. The term of this Contract will commence on January 1, 2009, and continue for a period of two years.

9. Termination. Either party may terminate this Contract by providing sixty (60) days' prior written notice.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to form:

Catherine P. Logan, City Attorney

CONTRACTOR

Debra A. Vermillion

EXHIBIT A

SCOPE OF WORK & CONTRACT RATE

1. The Contractor shall serve as the City Prosecutor for the City of Prairie Village, Kansas. The Contractor's primary responsibilities shall include, but are not limited to, prosecution of misdemeanors, traffic violations that occur within the City and violations of Prairie Village City Ordinances.
2. The Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services, legal representation and advice described herein during the continuance of this Contract.
3. The Contractor agrees to faithfully represent the interests of the City in carrying out her duties as City Prosecutor and in accordance with established prosecution standards and policies.
4. The Contractor's services shall include attendance at hearings to represent the City of Prairie Village as City Prosecutor in the Municipal Court and preparation for such hearings. Hearings are normally held on the first three Tuesdays of every month on an arraignment and minor traffic plea docket calendar from 7:30 a.m. until the calendar is finished. In addition, an attorney plea docket is set every Thursday at 4:00 p.m., followed by a pro se plea docket. Arraignments, sentencings and motions are set for 6:00 p.m. upon the Judge's arrival. The Contractor is responsible for prosecution of trials that are before the trial judge alone. Bench trials are set for the second, third and fourth Thursdays of each month, commencing at 6:30 p.m. or after completion of the plea docket.
5. The Contractor will be compensated \$1,680.00 per month for prosecution services described in paragraph 4 above.
6. The Contractor shall also be required to continue its representation of the City when a case is appealed to the Johnson County District Court. The Contractor may also be requested from time to time to provide legal advice to the police department not involving the prosecution of individual cases. The Contractor shall be compensated at an hourly rate of \$130.00 for such appeal work and legal advice to the police department.
7. The Contractor shall be responsible for arranging for substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. Generally, substitute counsel shall be used only when the Contractor cannot serve as City Prosecutor because of illness or prior legal commitment in another Court. The Contractor shall provide the City and the City Attorney with a list of the name(s), address(es), telephone number(s), Kansas Bar number(s), and professional resumes of substitute counsel who

will be responsible for providing City Prosecutor services. All substitute counsel on such list must be approved by the City in advance. All services performed by substitute counsel shall be the sole responsibility of the Contractor, including matters of compensation due and payable to substitute counsel for work performed.

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) effective the 26th day of January, 2010, by and between Debra A. Vermillion (the “Original Contractor”), the firm of Scharnhorst Ast & Kennard, P.C., (the “Firm”) and the City of Prairie Village, a Kansas municipal corporation (the “City”).

WITNESSETH:

WHEREAS, the Original Contractor and the City have entered into a written Professional Services Agreement, dated January 1, 2009; and

WHEREAS, beginning January 1, 2010, the Original Contractor became an employee of the Firm; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending legally to be bound, agree as follows:

1. The Firm is now the contractor who will be providing services under the Professional Services Agreement.
2. The Firm agrees that the Original Contractor will be, whenever possible, the individual who will perform work on behalf of the firm under the Professional Services Agreement.
3. All other provisions of the Professional Services Agreement dated January 1, 2009 not expressly amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment to the Professional Services Agreement between Contractor and City dated January 1, 2009, is hereby duly executed by the parties and shall be effective on January 26, 2010, regardless of when signed by the parties hereto.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to form:

Catherine P. Logan, City Attorney

ORIGINAL CONTRACTOR

Debra A. Vermillion

SCHARNHORST AST & KENNARD, P.C.

By: _____



CITY CLERK DEPARTMENT

Council Meeting Date: December 20, 2010

Consent Agenda: Public Defender Contract

RECOMMENDATION

Staff recommends the Council sign a contract with Attorney Lenin Guerra to provide Public Defender services to Spanish speaking defendants.

BACKGROUND

The Prairie Village Municipal Court provides legal counsel to indigent defendants facing possible imprisonment. Typically, these cases involve charges of Driving Under the Influence, Driving While Suspended, and certain Theft charges.

In 2010, the Municipal Court used a Spanish speaking defense attorney who is no longer available to provide public defender services. The need still exists, though rare, to provide public defender services to those defendants who speak Spanish. It is more cost efficient to provide a Spanish speaking Public Defender than to provide a Public Defender and pay for translation services by an independent company.

Staff is recommending a two year contract until December 31, 2012.

FUNDING SOURCE

The Municipal Court budgets annually for public defender services. The proposed contract would cost \$90/hour. There are currently sufficient funds in the 2011 Municipal Court budget to cover this expenditure.

ATTACHMENTS

Public Defender Contract January 1, 2011 - December 31, 2012. The contract has been reviewed and approved by the City Attorney.

PREPARED BY

Bettina Jamerson
Municipal Court Administrator

Date: November 10, 2010

**PUBLIC DEFENDER CONTRACT
THE CITY OF PRAIRIE VILLAGE, KANSAS**

COMES NOW, the City of Prairie Village, Kansas, a Municipal Corporation, and Lenin Guerra, hereinafter referred to as "ATTORNEY", to enter into this Contract based upon the following terms, conditions, and considerations.

WITNESSETH:

WHEREAS, the CITY desires to retain ATTORNEY for Municipal Court Public Defender Services for Spanish speaking defendants and ATTORNEY desires to provide the services of Public Defender and Spanish Interpreter.

NOW, THEREFORE, it is agreed between the CITY and by ATTORNEY as follows:

1. ATTORNEY'S job responsibilities shall include the following, which ATTORNEY agrees to perform for the consideration herein set out:

- a. Prepare, try and otherwise handle representation of indigent Spanish speaking Defendants (who are hereinafter referred to as clients) in the Municipal Court at the regularly scheduled dockets as may be assigned by the Municipal Court Judge. In this regard it is understood ATTORNEY need not be present at each docket, but only those upon which his client's matter is scheduled. Attorney plea dockets are held on Thursdays beginning at 4:00 p.m. ATTORNEY will not be found in breach of this Agreement where circumstances such as illness, Court conflicts, etc., prohibit an appearance, provided ATTORNEY has made a good faith effort to do so and has notified the Court in advance.
- b. ATTORNEY agrees to represent the referred defendants from referral to final disposition, even if such representation continues past the date of this Agreement. If final disposition includes an appeal, such representation shall include preparation and litigation of appeals de novo in the Johnson County District Court, either to the Court or to a jury, as deemed necessary by the ATTORNEY in representation of his clients.
- c. Represent, prepare and submit Diversions for clients at both the Municipal Court level and the Johnson County District Court, if applicable.
- d. Represent assigned clients in termination actions on diversions and prepare for and handle hearings thereon.

- e. Represent assigned clients in parole or probation revocation proceedings of the Municipal Court and the Johnson County District Court, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.
- f. Represent assigned clients in contempt and suspended sentence matters, and prepare for and handle hearings thereon as deemed necessary by the ATTORNEY.
- g. Prepare all documents, motions, briefs, letters, etc., with his own staff support and materials. It is understood between the parties that the CITY will attempt to provide a place for ATTORNEY and assigned clients to meet at City Hall and use of a phone during normal business hours.

2. CITY agrees to compensate ATTORNEY for these services the hourly rate of \$90.00 for the calendar years commencing January 1, 2011 through December 31, 2012.

3. CITY agrees to provide ATTORNEY with copies of citations, police reports and in-car videos in regards to assigned clients at no charge.

4. ATTORNEY'S status shall at all times remain as a Contractee of the CITY. ATTORNEY is not an employee or agent of the CITY. This Contract shall terminate on December 31, 2012, subject to renewal. ATTORNEY represents that he is self-employed and that he individually has responsibilities to correctly report his income/expenses on his tax returns and that the Court has no obligation or right to withhold any FICA income or other taxes from the agreed hourly payment.

5. ATTORNEY represents that he is duly authorized to practice law in the State Courts of Kansas and that he will remain so qualified throughout the Agreement.

6. ATTORNEY shall hold harmless the City of Prairie Village, its employees, officers, and agents and defend and indemnify it against all claims and causes of action in which misconduct or negligence is alleged against ATTORNEY while performing services pursuant to this Contract. This provision shall not apply if the claim is based upon the misconduct or negligence of the CITY, its officers, employees, or agents.

7. During the performance of this contract, the ATTORNEY agrees to maintain for the duration of the contract insurance coverage of the type and minimum liability as set forth below.

The ATTORNEY shall furnish to the CITY a Certificate of Insurance verifying such coverage. All general liability insurance shall be written on an occurrence basis unless otherwise agreed to in writing by the CITY.

Professional Liability \$500,000/ \$1,500,000 each claim/aggregate

8. As a contractor, ATTORNEY understands this is an Agreement to provide the services and perform the tasks herein before set forth, and not an agreement to provide services for a preset number of hours per week. ATTORNEY will remain under contract with the CITY for the period of the Contract, unless otherwise terminated by the CITY, and ATTORNEY understands that the CITY is not creating in him an expectation of continued contract with the CITY beyond the term of this Contract. This Contract may only be amended with the written approval of both of the parties. This Contract may be terminated at any time by either party, with or without cause by providing thirty (30) days written notice and payment by CITY of the pro rata fees earned to the date of termination.

9. Lenin Guerra understands he is obligated by this agreement and further understands and authorizes the CITY to issue its check in payment for services to Lenin Guerra whose tax identification number is 80-0099731.

10. TERMINATION – The CITY reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the ATTORNEY, to terminate this Agreement by providing thirty (30) days prior written notice of such termination to the ATTORNEY. Upon receipt of such notice from the City, the ATTORNEY shall:

- a. Immediately cease all work or
- b. Meet with the City and, subject to the City's approval, determine what work shall be required of the ATTORNEY in order to bring the services described in this agreement to a reasonable termination.

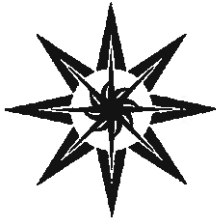
If the City shall terminate for its convenience as herein provided, the CITY shall compensate the ATTORNEY for all work completed to date of termination.

Lenin Guerra

APPROVED AS TO FORM

Ronald L. Shaffer
Mayor

Catherine Logan
City Attorney



POLICE DEPARTMENT

Council Meeting Date: December 20, 2010

CONSENT AGENDA: **The approval of the contract with Animal Medical Center.**

RECOMMENDATION

Staff recommends the renewal of the Animal Medical Center contract for 2011.

COUNCIL ACTION REQUESTED ON: December 20, 2010

BACKGROUND

The City has contracted with Animal Medical Center for many years to provide an impoundment facility, as well as general veterinary or related animal services. Previous contracts have been reviewed by the City Attorney. The original contract sent by AMC included a 12.5% increase in monthly costs, but the Police Department was able to negotiate it down to an 8% increase for 2011.

PREPARED BY

Capt. Tim M. Schwartzkopf

Patrol Commander

Date: December 14, 2010

CONTRACT FOR PROFESSIONAL ANIMAL CARE SERVICES

This Agreement is entered into this 1st day of January 2011, by and between the City of Prairie Village, Kansas, hereafter referred to as the City, and Animal Medical Center & Associates, P.C., 204 W. 75th Street, Kansas City, Missouri, a professional veterinary medicine organization owned by Jarvis E. Williams, DVM, hereafter referred to as AMC.

I. SCOPE OF SERVICES

1. That all services required by the City, in the care, custody and confinement of all domestic and/or wild animals which would normally be the financial responsibility of the City, shall be provided by AMC for the total sum of One Thousand Seven Hundred Forty-Six and 36/100 Dollars (\$1,746.39) per month. The services offered by the AMC shall be, but not limited to:
 - i. Maintain an animal receiving center seven (7) days per week, twenty-four (24) hours per day to receive any and all domestic animals and wild animals which are in the custody of the City.
 - ii. Provide emergency veterinary medical treatment during normal office hours for those animals under control of the City, which are injured or sick.
 - iii. Provide rabies observation for UNCLAIMED animals for a minimum of ten (10) days.
 - iv. Provide each animal flea control and parasite screening.
 - v. Stray canines and felines, unclaimed, shall be kept a minimum of ten (10) days at which time the City, shall release them to AMC for adoptions or euthanization, as AMC deems necessary and proper. AMC agrees that no animal shall be sold for the purpose of research and that all animals adopted under this program will ordinarily only be made available to individuals as companion animals.
2. AMC agrees to accept from the City, any and all dead small animals (under ten (10) pounds each) other than canines and felines presented for disposal. AMC shall dispose of said animals properly, either by incineration or other appropriate means. In consideration for this service, the City shall pay AMC the amount of One Hundred Forty and no/100 Dollars (\$140.00) per month.
3. This Agreement shall authorize AMC, the Police Department, and the City, to establish rules and procedures between all parties concerned to ensure that proper attempts are made to identify the owner of any domestic animal under control of the city. AMC is authorized to bill directly to the owners of said animals appropriate medical costs. The City will reimburse AMC for emergency medical care rendered to unclaimed animals, not to exceed Two Hundred Fifty and no/100 Dollars (\$250.00) per animal.
4. AMC agrees to hold any animal under confinement by the City, whose owner is known, until such time as a release order is received from the City. Should the period of confinement exceed ten (10) days, AMC shall bill the City the sum of Ten and no/100 Dollars (\$10.00) per day for boarding of this animal. Should additional EMERGENCY services be rendered to this animal, AMC is authorized to bill directly to the owner of said animal appropriate medical costs. The City shall guarantee payment by the owner to maximum of Two Hundred Fifty and no/100 Dollars (\$250.00) per incident.
5. The City desires that injured or sick animals located or taken into custody within the City, when an owner cannot be identified or contacted, receive humane treatment. AMC, acting as an agent of the City under contract, is authorized to receive such animals from Animal Control or Police Officers and make a medical examination to determine if treatment is needed and treat such animals if practical. AMC may bill the City, the maximum amount of Two Hundred Fifty and no/100 Dollars (\$250.00) for said treatment if the legal owner cannot be established, and approval for such treatment is received from an authorized City official. AMC, following

standard veterinarian practices, is also authorized to determine that treatment is not warranted and may euthanize said animal to end unnecessary pain and suffering.

6. The City, agrees to pay AMC the sum of Forty-Five and 50/100 Dollars (\$45.50) per animal for each canine and feline disposed of under this agreement, whether accepted for disposal or euthanized any time during or after the ten (10) day impound period.
7. Animal Control Officers or Police Officers bringing in an animal to AMC agrees to:
 - i. Scan the animal for a microchip
 - ii. Put an E-Jay band around the neck of the animal with the Impound number and City written on it.
 - iii. Complete a cage card to be placed on the animal's cage.
 - iv. Put the animal in the appropriate location (cage, freezer, etc).
 - v. Write down the PV impound number on the Daily Work Sheet in A-Ward for medical processing.

II. SERVICE FEES

1. In consideration of the above provisions, the City shall pay to AMC the amount of One Thousand Seven Hundred Forty-Six and 36/100 Dollars (\$1,746.39) per month for the fixed services as provided in Section I, Paragraph 1. The City shall also pay to AMC a per animal disposal fee of Forty-Five and 50/100 Dollars (\$45.50) per animal for the proper disposal of all canines and felines, as provided in Section I, Paragraph 6, and Ten and no/100 Dollars (\$10.00) per day for boarding of animals being confined by the City for a period exceeding ten (10) days, as provided in Section I, Paragraph 4.
2. The cost of intestinal parasite removal and/or mange treatment of infested animals will be charged the City on a per-case basis at fifty percent (50%) off AMC's normal and customary fees.

III. SPECIAL PROVISIONS

The City acknowledges that AMC will make available for purchase to the City, controlled substances for the City use in tranquilizing and euthanizing animals. The City will hold AMC harmless from any and all claims of injury or damage of any nature resulting from the City's use, storage or transportation of the controlled substances.

AMC affirms that the work performed is as an independent agent and hereby accepts responsibility for any death or injury of any employee of AMC or property damage while in performance of service under the terms of this Agreement and holds the City harmless.

AMC further agrees to defend, indemnify and hold the City harmless from any and all claims of injury or damage of any nature resulting from their error, omission or negligent act of AMC. Likewise, the City agrees to defend, indemnify and hold AMC harmless from any and all claims of injury or damage of any nature resulting in error, omission or negligent act of the part of the City.

Either party may terminate this Agreement by giving sixty (60) days written notice prior to the time of termination. This Agreement shall be effective and be in force from January 1, 2011, through December 31, 2011.

ANIMAL MEDICAL CENTER

CITY OF PRAIRIE VILLAGE, KANSAS

BY: *[Signature]*
TITLE: *James*
DATE: *12-15-10*

BY: _____
TITLE: _____
DATE: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



COUNCIL COMMITTEE

Council Meeting Date: December 20, 2010

Consent Agenda: Consider adoption of 2011 Salary Ranges by resolution.

SUGGESTED MOTION

Move that the Governing Body adopt a resolution establishing 2011 compensation ranges for the City of Prairie Village, subject to the review and approval of the City Attorney.

BACKGROUND

The City annually adopts a resolution establishing salary ranges for all employment positions within the City. The proposed ranges continue the process of salary administration begun in 2006 with a comprehensive compensation study. The study resulted in the establishment of market-based ranges for all employment classifications. Each employment classification is assigned a market reference point and minimum and maximum ranges are established as a percentage of the market reference point.

Staff recommends a range adjustment of 1.00% for 2011. This adjustment would apply to all employment classifications, with the exception of part-time positions. As a result, minimum and maximum for each classification would be adjusted accordingly. The adjustment factor is based upon a regional survey of data provided by public sector employers as well as the October 2010 consumer price index of 1.20% as determined by the Bureau of Labor Statistics.

Adoption of the 2010 salary resolution will not automatically increase an employee's salary unless that employee's pay would fall below the new minimum established for the range.

There are five classifications that have both an A and B range. The "A" range applies to employees who were employed with the City at the time the 2006 ranges were put into place. These employees are in "grandfathered" ranges, which will be adjusted annually in the same manner as other ranges. New employees hired into these positions will be administered against the "B" salary range.

Part-time positions will remain the same as they were in 2010.

FUNDING SOURCE

Not applicable.

PUBLIC NOTICE

Not applicable.

ATTACHMENTS

Proposed Resolution

Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Specialist

Date: December 14, 2010

RESOLUTION 2010-15

WHEREAS, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

WHEREAS, it is the desire of the Governing Body that these salary ranges be reviewed annually to ensure appropriate funds are budgeted and the salary ranges remain competitive;

NOW, THEREFORE, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2011:

Compensation generally.

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2011 shall be within and determined by the following ranges:

	2011	
	<u>Minimum</u>	<u>Maximum</u>
000 ADMINISTRATIVE SUPPORT		
Receptionist A	30,785	46,177
Receptionist B	23,028	34,542
Administrative Support Specialist A	30,785	46,177
Administrative Support Specialist B	28,765	43,147
Management Intern	38,865	58,297
Management Assistant	53,651	80,477
Executive Assistant	38,865	58,297
Court Clerk A	30,785	46,177
Court Clerk B	27,795	41,693
Accounting Clerk A	30,785	46,177
Accounting Clerk B	26,664	39,996
Office Manager	40,400	60,600
Code Enforcement Officer	37,330	55,994
Building Inspector	40,481	60,721
Human Resources Specialist	41,854	62,782
Court Administrator	45,410	68,114
Building Official	57,934	86,900
City Clerk	53,732	80,598
Finance Director	79,103	118,655
Assistant City Administrator	71,508	107,262
City Administrator	106,494	159,742
100 PUBLIC WORKS		
Laborer	24,381	34,421

Maintenance Worker	31,249	44,117
Senior Maintenance Worker	37,688	53,207
Crew Leader	43,183	60,964
Mechanic	33,128	49,692
Construction Inspector	40,481	60,721
Field Superintendent	52,278	78,416
Project Manager	57,934	86,900
Public Works Director	83,709	125,563

200 PUBLIC SAFETY

Records Clerk A	30,785	46,177
Records Clerk B	30,058	45,086
Property Clerk	31,916	47,874
Community Service Officer A	31,754	47,632
Community Service Officer B	30,138	45,208
Dispatcher	34,168	52,257
Communications Supervisor	46,379	69,569
Police Officer	38,865	60,726
Police Corporal	52,177	69,569
Police Sergeant	61,721	82,295
Police Captain	71,993	107,989
Police Chief	82,658	123,988

Seasonal/Part-time Employees - Seasonal/Part-time employees shall be compensated as follows:

Seasonal/Part-Time Employees	<u>Minimum</u>	<u>Maximum</u>
Seasonal Worker (hourly)	8.61	12.84
Lifeguard (hourly)	8.46	12.62
Tennis Assistant (hourly)	8.61	18.27
Concession Stand Worker (hourly)	7.25	9.06
Clerical Assistant (hourly)	9.35	13.72
Assistant Pool Manager (hourly)	9.71	16.16
Bailiff (hourly)	10.95	13.14
School Crossing Guards (session)	12.30	12.30
Swim/Dive Coaches (season)	2,157	5,930
Synchronized Coaches (season)	1,081	1,942
Assistant Synchro Coaches (season)	701	1,186
Assistant Coaches (season)	1,260	1,574
Pool Manager (season)	9,709	19,942

Employee/Consultant

A person may be compensated in a category defined as "independent contractor consultant". The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials - Part-time appointed officials shall be compensated as follows in 2011:

	<u>Minimum</u>	<u>Maximum</u>
Municipal Judge (monthly)	1,207	1,655
Treasurer (monthly)	358	449

Adopted this _____ Day of _____.

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date:12/20/2010

CONSENT AGENDA : CONSIDER WEATHER SERVICES THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council approve a three year contract with Weather or Not for weather services in 2011 with renewal in 2012 and 2013.

BACKGROUND

On Friday, December 3, 2010, the City Clerk opened bids for weather services. Weather or Not submitted the only bid for an annual fee of \$8,190. The weather services provide forecasting and special forecast on request to Public Works staff and Swimming Pool staff via page and internet.

FUNDING SOURCE

Funds are available in the Public Works operating budget.

ATTACHMENTS

1. Service agreement with Weather or Not.

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT for WEATHER FORECAST SERVICES

This Agreement, made this _____ day of _____, _____, by and between Weather or Not, Inc., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide to the Public Works Department, original all season weather forecast services developed by professional forecasters.
- 1.2 The Contractor will deliver daily forecasts by fax, e-mail (up to a maximum of 12 users) and texting (up to a maximum of 12 users) at 5:00 AM, 7:00 AM and 3:00 PM weekdays and no later than 8:00am on weekends and holidays. The daily forecast shall include current and projected weather conditions including start time and duration of rain/snow, intensity of rain, snow or ice and the potential for accumulating ice, damaging winds, dangerous temperatures, and 24-hour pavement temperature forecasts during winter weather. All forecasts shall contain enough pertinent information to allow the Public Works Department to make scheduling decisions for severe weather and emergency conditions, as well as planning for routine construction activities.
- 1.3 The Contractor will provide continual weather updates to designated personnel as conditions change and for severe weather forecasts of high winds, lightening, precipitation, and/or violent weather. A minimum of two (2) hours' notice of all winter storms and one (1) hour when possible for lightening or thunderstorm activity, will be required.
- 1.4 The Contractor will provide access for the City to control receiving of texting information for each individual contact. Each contact should be able to designate a time for blocking messages from their mobile device with an automatic restart at the end of that time frame. Individual contacts should be able to set weather thresholds and desired weather locations for notification.
- 1.5 The City may call the Contractor at any time with forecast requests and personal notification from a live meteorologist is required on a 24/7 basis. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period. Please attach a list of all meteorologists employed by your company including an updated resume for each meteorologist.
- 1.6 The City may request to tour the business facility prior to bid award.
- 1.7 The Contractor will provide historical data requests from the City within a reasonable timeframe.
- 1.8 The City agrees that the information provided by the Contractor will not be rebroadcast, redistributed, republished, or otherwise reproduced, in whole or in part, without the written consent of the Contractor.

- 1.9 The City acknowledges that forecasting the weather is not an exact science, and releases the Contractor from any and all loss, cost, damage, liability, and expense suffered as a result of weather conditions, whether forecasted or not forecasted.
- 2.0 **General**
- 2.1 The signed agreement will be the authorization for the vendor to provide the described services.
- 2.2 Mike Helms, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-mhelms@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices with a copy of the service report are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.5 Contractor shall be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.6 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.7 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.8 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.
- 2.9 Municipal Cooperative Procurement: contractor agrees to provide products and/or services to any municipality, county, or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions that participates in or is represented by the Mid-America Council of Public Purchasing (MACPP) in the greater Kansas City Metropolitan Trade Area and any member of the Mid America Regional Council (MARC).

3.0 **Fees**

3.1 The fee to be paid in advance for the completion of this service is:

	2011 Annual Fee	2012 Annual Fee	2013 Annual Fee
Annual Weather Forecasting Services	\$8190	\$8190	\$8435

- Reminder: attach copy of resumes for all meteorologists employed by your company.

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Overland Park Public Works

Contact: Mr. Bill Ebel

Phone #: (913) 895-6000

Email: bill.ebel@opkansas.org

Brief Description of Work: The scope of work provided to Overland Park is identical to that of Prairie Village. Additionally, the Overland Park contract includes forecasting to Overland Park Golf, Aquatics and Soccer similar to the services provided Prairie Village pools.

Company: Lenexa Public Works

Contact: Mr. Chuck Williams

Phone #: (913) 477-7680

Email: cwilliams@ci.lenexa.ks.us

Brief Description of Work: The scope of work provided to Lenexa is identical to that of Prairie Village. Additionally, Lenexa Parks & Recreation utilizes lightning warning services for pools and other outdoor events including the Lenexa Barbeque.

Company: Lee's Summit Public Works

Contact: Mr. Bob Hartnett

Phone #: (816) 969-1802

Email: bob.hartnett@cityofls.net

Brief Description of Work: The scope of work provided to Lee's Summit is identical to that of Prairie Village. Flash flooding presents a serious threat to Lee's Summit and is handled by our team of meteorologists similarly with forecast and updates delivered in the same format as Prairie Village.

Contractor Contact: Sara Croke

ATTEST:

Company Name: Weather or Not, Inc.

/s/ _____
Joyce Hagen Mundy, City Clerk Date

Address: 6342 Long, Suite D
Shawnee, KS 66216

/s/ _____
Catherine P. Logan, City Attorney Date

Telephone Number: (913) 722-3955

Fax Number: (913) 248-8790

Email: sara@weatherornot.com

/s/ Sara Croke 11/19/10
Contractor Agent Date

/s/ _____
Ronald L. Shaffer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date:12/20/2010

CONSENT AGENDA: CONSIDER COFFEE SERVICE THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council award the contract to Coffee Plus for 2011 with a renewal in 2012 and 2013.

BACKGROUND

On Friday, December 3, 2010, the City Clerk received a bid for a three year contract to provide coffee supplies. Public Works has two coffee locations - the Office/Garage and Crew Room and City Hall as one coffee location. Coffee Plus is the current supplier and has been the coffee supplier since 2002. The Bid is attached. Based on prior year purchases, the cost will be within the current operating budget.

FUNDING SOURCE

Funding is in the 2011 Public Works Operating Budget and the 2011 City Clerk Operating Budget.

ATTACHMENTS

1. Agreement for Coffee Service with Coffee Plus Vending & OCS

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT FOR COFFEE SERVICE

cc

This Agreement, made this 3rd day of December, 2010, by and between Coffee Plus Vend & O.S., hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

1.1 The Contractor will provide coffee services for the following locations:

- a. Public Works A-building, 3535 Somerset Drive.
- b. Public Works B-building, 3535 Somerset Drive.
- c. Municipal Building, 7700 Mission Road

1.2 The Contractor will provide for each location:

- a. 1 unit including: 1 brewing unit w/warmer, 2nd warmer and continuous hot water spigot or comparable equipment. Equipment must fit in present location and hook into existing continuous water supply.
- b. Weekly cleaning of coffee pots and delivery of coffee filters at no cost.

1.3 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.

1.4 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.

1.5 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Suzanne Lownes, Office Manager, at phone-(913)385-4640, fax-(913)642-0117 Email-slownes@pvkansas.com, will be the contact for the Public Works facilities and Joyce Hagen Mundy, City Clerk's Office, at phone-(913)381-6464, fax-(913)381-7755 Email-jhmundy@pvkansas.com, will be the contact for the Municipal Building facility for the Contractor in providing any service and responding to any special needs.

2.3 The Contractor will contact Public Works to schedule work. All work should be preformed between 8:00am through 3:30pm weekdays unless otherwise stated by the City.

- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices pertaining to the Public Works facilities are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208. All invoices pertaining to the Municipal Facilities are to be sent to City of Prairie Village, 7700 Mission Road, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of these services are:

Service	Quantity	2011 Rate	2012 Rate	2013 Rate
Public Works A-building Equipment	1-Brewer	N/C	N/C	N/C
Public Works B-building Equipment	1-Brewer	N/C	N/C	N/C
Municipal Building Equipment	1-Brewer	N/C	N/C	N/C
Coffee (Maxwell House)	42 pkgs	37.00	38.50	40.00
Coffee (Starbucks) House Blend	18 pkgs	55.00	57.00	59.00
Coffee (Decaffeinated)	42 pkgs	39.00	40.50	42.00
Coffee: Killstone Breakfast Blend	24 pkgs	47.50	49.00	50.50
Hot Tea Hipton	100 PKGS	9.55	9.55	9.55
Hot Chocolate	50 PKGS	20.10	20.10	20.10
Cream Case of 24	24	56.75	56.75	56.75
Sugar Case of 24	24	54.63	54.63	54.63
Stirrers	100	5.40	5.40	5.40

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: Dale's Body Shop Contact: Tom Ferguson
 Phone #: 782-2247 Email: Fax 782-7403
 Brief Description on Work: Coffee Service

Company: Minor Plastics Contact: Myra Finko
 Phone #: 816-763-6681 Email: Fax 816-763-6645
 Brief Description on Work: Coffee Service

Company: Child Health Contact: Jetta
 Phone #: 262-1436 Email: Fax 262-1575
 Brief Description of Work: Coffee, Acrylics, soda etc.

Contractor Contact: Jeff or Jan Loper
 Company Name: Coffee Plus Vendors O.P.S.
 Address: 19942 W. 162nd St.
Olathe, Ks 66062-3561
 Telephone Number: 913-254-0006
 Fax Number: 913-254-9818
 Email: _____

ATTEST:
 /s/ _____
 Joyce Hagen Mundy, City Clerk Date

/s/ _____
 Catherine P. Logan, City Attorney Date

/s/ _____
 Contractor Agent Date

/s/ _____
 Ronald L. Shaffer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date:12/20/2010

CONSENT AGENDA: CONSIDER DEBRIS ROLL-OFF CONTAINER THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council approve a three year contract with Deffenbaugh Industries Inc. for 2011 with renewals in 2012 and 2013.

BACKGROUND

On Friday, December 3, 2010, the City Clerk opened bids for a three year contract for roll-off container services. These containers are three sizes - 25 cubic yard, 30 cubic yard, and 40 cubic yard. They are stored at the Public Works facility and used to remove street sweepings, leaves, limbs, and some construction debris from Public Works operations.

The City Clerk received two bids, from Deffenbaugh Industries and Allied Waste Services. Deffenbaugh Industries had the lowest bid for the roll-off services.

FUNDING SOURCE

Funds are available in the 2011 Public Works operations budget.

ATTACHMENTS

1. Service Agreement with Deffenbaugh Industries Inc.

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT FOR ROLL-OFF CONTAINER SERVICES

This Agreement, made this _____ day of _____, _____, by and between Deffenbaugh Industries, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide roll-off container service at Public Works 3535 Somerset Drive for the removal of construction waste, street sweepings, leaves and tree debris.
- 1.2 The Contractor will provide pickup within one work day as requested by City coordinator.
- 1.3 Within 24 hours of notice, the Contractor will replace any refuse containers that are not in good condition such as doors not closing properly and fluids leaking from container.
- 1.4 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.5 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.6 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 The signed agreement will be the authorization for the vendor to provide the described services.
- 2.2 Mike Helms, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117, Email-mhelms@pvkansas.com will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The City authorizes the Contractor to perform work anytime from 7:00am through 3:30pm weekdays.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location with a copy of the service report and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.8 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.9 The Contractor will commence work within ten (10) calendar days from and after receiving the fully executed agreement from the City and will complete all work covered in this contract.

3.0 Fees

3.1 The per pickup fees for the completion of this service are:

Material	2011 Pricing			2012 Pricing			2013 Pricing		
	25 CY	30 CY	40 CY	25 CY	30 CY	40 CY	25 CY	30 CY	40 CY
Construction Waste	\$ 215	\$ 225	\$ 250	\$ 220	\$ 230	\$ 255	\$230	\$ 240	\$ 260
Street Sweepings	\$ 225	\$ 250	\$ 275	\$ 230	\$ 255	\$ 280	\$240	\$ 265	\$ 290
Leaves	\$ 225	\$ 250	\$ 275	\$ 230	\$ 255	\$ 280	\$240	\$ 265	\$ 290
Tree Debris	\$ 200	\$ 200	\$ 200	\$ 205	\$ 205	\$ 205	\$215	\$ 215	\$ 215

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: City of Shawnee Contact: Vicki Charlesworth
 Phone #: (913) 742-6242 Email: n/a
 Brief Description on Work: Residential and Recycling services

Company: City of Westwood Contact: Kathleen McMahon
 Phone #: (913) 362-1550 Email: n/a
 Brief Description on Work: Residential and Recycling services

Company: Unified Gov. of KCK/Wyandotte Contact: Mike Tobin
 Phone #: (913) 573-5400 Email: n/a
 Brief Description of Work: Residential and Recycling services

Contractor Contact: Tom Cleaver, Major Accts ATTEST:

Company Name: Deffenbaugh Industries, Inc. /s/ _____
 Address: 2601 Midwest Drive Joyce Hagen Mundy, City Clerk Date
Kansas City, KS 66111

Telephone Number: (913) 238-7460 /s/ _____
 Catherine P. Logan, City Attorney Date

Fax Number: (913) 667-8798

Email: tcleaver@deffenbaughinc.com

/s/ Tom Cleaver 12/1/10
 Contractor Agent Date

/s/ _____
 Ronald L. Shaffer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date:12/20/2010

CONSENT AGENDA : CONSIDER PLUMBING SERVICES THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council approve the 2011-2013 Annual Service bid for plumbing services from Lexington Plumbing for 2011 with renewals in 2012 and 2013.

BACKGROUND

This service agreement is for repairs and replacements to the plumbing systems in City buildings and on City grounds.

On December 3, 2010, the City Clerk received and opened bids. Only one bid was received and was from Lexington Plumbing.

Lexington Plumbing has provided the service for over nine years. Staff finds their service acceptable.

FUNDING SOURCE

Funding is available in the appropriate department 2011 Operating Budgets. This is an on-call service so the financial impact is not determinable.

ATTACHMENTS

1. Service Agreement with Lexington Plumbing.

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT for PLUMBING SERVICES

This Agreement, made this 29th day of NOVEMBER, 2010, by and between LEXINGTON PLUMBING hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

1.1 The Contractor will provide plumbing services in City buildings and on City grounds.

1.2 The Contractor will annually check and test all backflow preventors to Water One standards in these locations:

Municipal Building & Public Safety Center

7710 Mission Road	Serial #112614	Fire Protection	Size 4.00
7710 Mission Road	Serial #27646	Detector Assembly	Size .75
7710 Mission Road	Serial #110200	Office Building	Size 2.50
7710 Mission Road	Serial #32279	Boiler	Size .75
7710 Mission Road	Serial #07931	Ornamental	Size 1.00
7710 Mission Road	Serial #BK3338	Lawn Irrigation	Size 1.00

Community Center

7720 Mission Road	Serial #50506	Cultural	Size 1.00
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Swimming Pool

7780 Mission Road	Serial #143545	Filter house	Size 2.00
7780 Mission Road	Serial #137287	Filter house	Size 2.00
7711 Delmar	Serial #19577	Bathhouse	Size 2.00
7711 Delmar	Serial #197892	Carbonator	Size .50

Public Works

3535 Somerset Drive	Serial #15535	Yard Hydrants	Size 1.50
3535 Somerset Drive	Serial #13467	Office	Size 1.50
3535 Somerset Drive	Serial #11872	Sprinkler System	Size 1.00
3535 Somerset Drive	Serial #185542	Car Wash	Size .75

Grounds & Irrigation

5114 W. 77 th St.	Serial #10572	Bennett Park	Size .75
5114 W. 77 th St.	Serial #11047	Bennett Yard Hydrant	Size .75
4903 W. 87 th St.	Serial #119976	Island Fountain	Size .75
8750 Roe Ave.	Serial #50737	Franklin Park	Size 2.00
8750 Roe Ave.	Serial #111382	Franklin Yard Hydrant	Size 1.00
7711 Delmar	Serial #37339	Harmon Irrigation	Size .75
78 th & Delmar	Serial #59156	Harmon Park	Size .75
2900 W. 79 th St.	Serial #26956	Meadowlake Park	Size 1.00
2900 W. 79 th St.	Serial #315226	Meadowlake Irrigation	Size 1.00
4601 Tomahawk Rd.	Serial #A114013	Porter Park	Size .75
7800 State Line	Serial #13469	State Line Park	Size .75
7800 State Line	Serial #20660	State Line Yard Hydrant	Size .75
7200 Windsor St.	Serial #25266	Windsor Park	Size 1.00
7466 Cherokee Dr.	Serial #123617	Island Hydrant	Size .75
7499 Nall Ave.	Serial #138608	Corner Irrigation	Size .75
71 st & Cherokee	Serial #A131278	Island Irrigation	Size .75
75 th & Mission	Serial #146734	Carroll Fountain	Size .75
Somerset & Roe	Serial #168985	Franklin Fountain	Size 1.00
6936 Mission Rd.	Serial #HO4920	Prairie Park Fountain	Size 1.0

- 1.3 A permit shall be applied for through the City of Prairie Village Building Inspector's Office for all repairs, at no cost to the Contractor.
- 1.4 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.5 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.6 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.7 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 General
- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Mike Helms, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-mhelms@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact Public Works to schedule work. All work should be performed between 7:00am through 3:30pm weekdays unless otherwise stated by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.6 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall included Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.7 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or

social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.

2.8 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.

2.9 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

3.0 Fees

3.1 The fees for the completion of this service is:

3.2

	2011		2012		2013	
	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate	Hourly Rate	Overtime Rate
Regular Hourly Employees						
Supervisor	\$90.00	\$115.00	\$92.00	\$117.00	\$94.00	\$119.00
Journeyman Plumber	\$90.00	\$115.00	\$92.00	\$117.00	\$94.00	\$119.00
Apprentice Plumber	\$70.00	\$90.00	\$75.00	\$95.00	\$80.00	\$100.00
Helper	\$70.00	\$90.00	\$75.00	\$95.00	\$80.00	\$100.00
Equipment Operator	\$90.00	\$115.00	\$92.00	\$117.00	\$94.00	\$119.00
Equipment Rates	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate	Hourly Rate	Daily Rate
Backhoe w/transport	\$100	\$800	\$110	\$880	\$120	\$960
Air compressor	\$20	\$160	\$20	\$160	\$20	\$160
Electric Jack Hammer	\$5	\$40	\$5	\$40	\$5	\$40
Dump Truck	\$70	\$560	\$80	\$640	\$90	\$720
2-1/2" Pump	\$10	\$80	\$10	\$80	\$10	\$80
Materials	Percentage Markup		Percentage Markup		Percentage Markup	
Purchase invoice cost plus	25%		25%		25%	

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

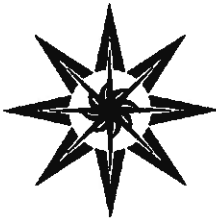
Company: RAYTOWN QUALITY SCHOOLS Contact: MIKE COGAN
 Phone #: (816) - 985 - 0950 Email: MICHAEL.COGAN@RAYTOWN.SCHOOLS.O
 Brief Description on Work: EMERGENCY PLUMBING SERVICE WORK,
PLUMBING PROJECTS, AND BID WORK.

Company: BLUE VALLEY SCHOOL DIST. Contact: RICH HEUSMAN
 Phone #: (913) - 787 - 1177 Email: RHEUSMAN@BLUEVALLEYK12.ORE
 Brief Description on Work: EMERGENCY PLUMBING SERVICE WORK,
PLUMBING PROJECTS, AND WATER HEATER / BOILER
REPAIR AND MAINTENANCE.

Company: ROCKHURST UNIVERSITY Contact: STEVE LYONS
 Phone #: (816) - 501 - 4044 Email: STEVE.LYONS@ROCKHURST.EDU
 Brief Description of Work: EMERGENCY PLUMBING SERVICE WORK,
PLUMBING PROJECTS, UTILITY WORK, AND BID WORK.

Contractor Contact: TOM AXTELL
 Company Name: LEXINGTON PLUMBING
 Address: 1626 TROOST
KANSAS CITY, MO 64108
 Telephone Number: 816 - 231 - 2254
 Fax Number: 816 - 241 - 3782
 Email: tom@lexingtonplumbing.com
 /s/  11/29/10
 Contractor Agent Date

ATTEST:
 /s/ _____
 Joyce Hagen Mundy, City Clerk Date
 /s/ _____
 Catherine P. Logan, City Attorney Date
 /s/ _____
 Ronald L. Shaffer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/20/2010

CONSENT AGENDA: CONSIDER CUSTODIAL SERVICES THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council approve the three year contract with Town & Country Building Services for 2011 with renewal in 2012 and 2013.

BACKGROUND

On Friday, December 3, 2010, the City Clerk received four bids for custodial services. The bid was a three year contract for Municipal Building, Public Safety Center, Community Center, Public Works, Swimming Pool, Franklin Park Restrooms and Harmon Park Pavilion Restrooms. The bid tabulation is:

<u>Bidder</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>Total</u>
Town & Country Bldg Serv.	\$50,870.00	\$50,870.00	\$50,870.00	\$152,610.00
*Hourly Rate	\$16.00	\$16.00	\$16.00	
Scott Curry	\$51,980.00	\$51,980.00	\$51,980.00	\$155,940.00
*Hourly Rate	\$14.00	\$14.00	\$14.00	
Coverall Cleaning Concepts	\$52,140.00	\$52,140.00	\$52,140.00	\$156,420.00
*Hourly Rate	\$15.00	\$15.00	\$15.00	
Jani-King of Kansas City	\$59,641.00	\$59,641.00	\$62,434.00	\$181,716.00
*Hourly Rate	\$15.00	\$15.00	\$15.00	

*Hourly Rate is for any additional services requested beyond normal contract specifications.

FUNDING SOURCE

Funds are available in the various operations budgets.

ATTACHMENTS

1. Agreement for Custodial Services with Town & Country Building Services.

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT FOR CUSTODIAL SERVICES

This Agreement, made this 1st day of December, 2010, by and between Tahn & Country Building Services, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal.

A walk through of the City Facilities is scheduled for **9:00am on November 15, 2010** starting at City Hall, 7700 Mission Road. This will be your only opportunity to tour the facilities.

1.0 Service Specifications

1.1 The Contractor will provide building custodial services on a five day (Sunday through Thursday) schedule at these locations:

- a. Municipal Building, 7700 Mission Road
- b. Public Safety Center, 7710 Mission Road
- c. Public Works Facility - Building A, 3535 Somerset Drive
- d. Public Works Facility - Building B, 3535 Somerset Drive

1.2 The Contractor will provide custodial services for bathrooms only on a daily schedule during the swimming pool season at these locations:

- a. Swimming Pool Bathhouse, 7711 Delmar
- b. Swimming Pool Filter House, 7711 Delmar

1.3 The Contractor will provide custodial services for bathrooms only on a daily schedule from March 1 to November 30 at this location:

- a. Harmon Pavilion Restrooms, 7721 Delmar

1.4 The Contractor will provide daily custodial at these locations:

- a. Community Center, 7720 Mission Road
- b. Franklin Park, 8700 Roe Avenue (bathrooms only)

1.5 The Contractor will provide all labor, equipment, and cleaning materials to adequately perform the required custodial services.

1.6 The Contractor will identify the chemicals and will provide to the City a Material Safety Data Sheet for all chemicals used.

1.7 The City will provide liquid hand soap, paper towels, toilet paper, sanitary napkins, air fresheners, air freshener cartridges, batteries, and light bulbs.

1.8 The cleaning schedule for the Contractor is:

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Vacuum Carpets	X				
Sweep and mop floors (including restroom floors)	X				
Empty trash	X				
Dust desk, counter, table tops	X				
	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Clean drinking fountains	X				
Clean entrance glass (including all public and employee entrances)	X				
Clean restrooms (sinks, toilets, dispensers, urinals, mirrors)	X				
Clean police detention areas	X				
Service restroom, kitchen and detention dispensing units	X				
Clean insects out of Light Fixtures	X				
Clean spots on doors, jams and walls	X				
Clean eating areas counters, sinks and floors	X				
Remove paper, clean outside trash cans, debris and sweep patios and entrance areas	X				
Sweep and mop floors in Municipal Bldg. basement		X			
Dust desk and table tops in Municipal Bldg. basement		X			
Dust all corners and ceiling wall joints for cobwebs		X			
Sweep Police garage		X			
Dust partitions and top ledges		X			
Dust chairs and furniture		X			
Vacuum upholstered chairs		X			
Spot clean carpets		X			
Clean and scotchguard high traffic carpet areas					X
High speed buffing of tiled Floors					X
Clean under office machines, etc.					X
Clean air vents					X
Sanitize restroom walls and partitions with bleach					X

	DAILY	WEEKLY	MONTHLY	QUARTERLY	ANNUALLY
Change air freshener Cartridges and Batteries			X		
Clean windows inside and out				X	
Dust blinds				X	
Dust ceiling tiles and lighting fixtures in Dispatch				X	
Clean refrigerators at municipal building & public safety center				X	
Strip and wax floor in Police Kitchen				X	
Strip and wax floors all other areas					X
Clean light fixtures & lamps					X
Shampoo by extraction and deodorize carpets					X
Wash blinds					X

- 1.9 The Contractor will provide special request services on an hourly rate.
- 1.10 The Contractor will be required to adjust the cleaning routine in accordance with the meeting schedule provided by the City Clerks office. Cleaning of meeting areas should occur after all scheduled meetings of that day.
- 1.11 The Contractor's company shall be bonded and a background check will be required of all employees of the contractor by the City's Public Safety Department.
- 1.12 The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the contract period.
- 1.13 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.
- 2.0 **General**
- 2.1 The signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Mike Helms, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-mhelms@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by building, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.

- 2.5 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall included Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.6 The Contractor is providing services to the City as an independent contractor. The Contractor shall be responsible for the death or injury of any employee of the Contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the Contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of Contractor any fringe benefits of any kind.
- 2.7 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.8 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 3.0 Fees
- 3.1 The monthly fees for the completion of this service are:

Location	2011 Monthly Fee	2012 Monthly Fee	2013 Monthly Fee
Municipal Building	1563	1563	1563
Public Safety Center	1023	1023	1023
Community Center	400	400	400
Public Works Facility - A-building	656	656	656
Public Works Facility - B-building	243	243	243
Swimming Pool Bathhouse	575	575	575
Swimming Pool South Filter House	255	255	255
Harmon Pavilion Restrooms	80	80	80
Franklin Park Restrooms	100	100	100
Special Service Request	2011 Hourly Rate	2012 Hourly Rate	2013 Hourly Rate
Request	16	16	16

4.0 References

4.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: City of Leawood Contact: Chaz Christ

Phone #: 913.339.6700 Email: charlesc@leawood.org

Brief Description on Work: Custodial Services

Company: KCTV-5 Contact: Paula Ruiz

Phone #: 913.677.5555 Email: cpoduska@kctv5.com

Brief Description on Work: Custodial Services

Company: NAPA Auto Parts Contact: Alan Bell

Phone #: 913.281.2000 x130 Email: ALAN_Bell@Genpt.com

Brief Description of Work: Custodial Services

Contractor Contact: Asher Phillips

ATTEST:

Company Name: Town & Country Building Serv. Inc.

Joyce Hagen Mundy, City Clerk Date

Address: 1828 Swift #300

NKC MO 64116

Telephone Number: 816.421.2525

/s/ Catherine P. Logan, City Attorney Date

Fax Number: 816.421.3759

Email: aphillips@tcbuilding.com

/s/ Asher Phillips 12-1-10
Contractor Agent Date

/s/ Ronald L. Shaffer, Mayor Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 12/20/2010

CONSENT AGENDA: CONSIDER TREE SERVICES THREE YEAR CONTRACT

RECOMMENDATION

Staff recommends the City Council approve a three year contract with Kansas City Tree for Tree Services in 2011 with renewal in 2012 and 2013.

BACKGROUND

On Friday, December 3, 2010, the City Clerk received bids for tree services, which includes tree and stump removal, tree spraying, bucket truck rental and emergency tree work. The City Clerk received four bids - Arbor Masters, Hendrickson Tree Care, Kansas City Tree Company, and VanBooven Lawn Landscape. The bids were calculated applying the bid pricing to the 2010 quantities, the bid totals follow:

	Arbor Masters	KC Tree	Hendrickson	VanBooven
2011	\$ 52,535.00	\$ 49,808.00	\$ 48,140.00	\$ 50,460.00
2012	\$ 57,655.00	\$ 49,908.00	\$ 54,065.00	\$ 52,750.00
2013	\$ 64,410.00	\$ 53,478.00	\$ 56,865.00	\$ 55,525.00
Total	<u>\$ 174,600.00</u>	<u>\$ 153,194.00</u>	<u>\$ 159,070.00</u>	<u>\$ 158,735.00</u>

FUNDING SOURCE

Funds are budgeted in the 2010 Public Works Operating Budget.

ATTACHMENTS

1. Kansas City Tree Agreement for Tree Services

PREPARED BY

Bruce McNabb, Director of Public Works

AGREEMENT FOR TREE SERVICES

This Agreement, made this _____ day of _____, _____, by and between _____, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2011 through 2013 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor shall designate one person who is a licensed arborist that is responsible for the supervision of all work being performed. This person shall be thoroughly familiar with the specified requirements and the methods needed for the proper performance of the work and who shall direct all work performed.
- 1.2 The Contractor shall assign one person who shall serve as the main contact for the City for purposes of scheduling inspections, emergencies, and maintaining communication. The Contractor will supply a direct contact name, phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.3 The City will inspect the work on a regular basis and report to the Contractor's supervisor any problems.
- 1.4 The Contractor will immediately report to the City supervisor any problems or hazards that are observed during the course of the trimming work.
- 1.5 The Contractor will use proper equipment and tools for the work. All equipment and tools will be in near-original working and sanitized condition to prevent the spread of tree diseases.
- 1.6 The DBH will mean the diameter of the tree measured at a height of five feet from the ground.
- 1.7 The Contractor will take all safety precautions to protect the workers and the general public. Traffic control signs and other markings will be in accordance with the latest Manual of Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration. Failure to provide proper traffic controls will result in work being stopped until the requirements are met.
- 1.8 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road.
- 1.9 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.10 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

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- 2.2 Mike Helms, Field Superintendent, at phone-(913)385-4644, fax-(913)642-0117 Email-mhelms@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.4 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to Public Works Department, 3535 Somerset Drive, Prairie Village, KS 66208.
- 2.5 The Contractor shall maintain throughout the life of this contract, General Liability Insurance covering any and all actions of the contractor in the performance of this contract. Minimum limits shall be Bodily Injury \$500,000/500,000; Property Damage \$100,000. The Contractor shall maintain throughout the life of this contract, Automobile Liability Insurance which shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include Auto Liability of \$300,000 single limit. Contractor shall also be responsible to provide workmen's compensation insurance and benefits for its employees.
- 2.6 The Contractor is providing services to the City as an independent contractor. The contractor shall be responsible for the death or injury of any employee of the contractors, while in the performance of service of the terms of this agreement and it shall hold the City harmless and shall indemnify the City for any loss it may have resulting from the contractor providing the services described in this agreement. The City shall not be responsible for any withholding of taxes or social security for any employee of contractor, nor shall it provide to any employee of contractor any fringe benefits of any kind.
- 2.7 This Agreement is for the period of January 1, 2011 through December 31, 2013. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party.
- 2.8 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.
- 3.0 **Work Hours**
- 3.1 The City authorizes non-emergency work to be performed between 7:00am through 3:30pm weekdays.
- 3.2 The City will provide the Contractor with a door hanger to be placed on each residence where the tree work will occur in the next 24 hours. The Contractor shall notify the City supervisor on a daily basis of where tree work will occur. The Contractor shall communicate immediately any changes in work schedule to the City supervisor.
- 3.3 The Contractor shall obtain prior approval from the City before scheduling any work outside the normal working hours.

4.0 Tree Removal

- 4.1 The Contractor will cut and remove the trees and stumps as listed on work order within 30 days of date of the written request by the City. Those trees listed as dangerous will be removed within 72 hours.
- 4.2 The stump will be ground to 18 inches below ground level and level with the surrounding ground. All grindings will be removed.
- 4.3 The stump hole will be filled with six inches of compacted topsoil and twelve inches of compacted subsoil. The topsoil must be compacted to prevent any settling below former ground level. No seeding is required.
- 4.4 Disposal of all debris removed from the work site is the responsibility of the Contractor and must be disposed of in a proper manner.

5.0 Tree Spraying

- 5.1 Upon request, the Contractor will provide spraying of trees for disease or pests.
- 5.2 The Contractor will have a licensed pesticide applicator doing or supervising the spraying work.
- 5.3 The City must approve the chemicals being used before any applications.
- 5.4 The Contractor will take all safety precautions and issue all warnings as required by local, state, or federal specifications.
- 5.5 The Contractor will identify the chemicals and will provide a Material Safety Data Sheet for all chemicals used.

6.0 Emergency Service

- 6.1 The Contractor will be available 24 hours per day and seven days per week during the life of this contract for tree services as specified herein.
- 6.2 The Contractor must be able to respond within four hours for emergency tree removal, tree trimming and tree debris removal. A telephone number and/or a pager number will be provided to the City.
- 6.3 The Contractor will have available for their use for tree removal a brush chippers, bed grinders, bucket trucks, log trucks with loader device, skid loaders, and tractor trailer trucks. All equipment rates will include operator, fuel, repairs and maintenance.

7.0 Fee Schedule

DESCRIPTION	UNITS	2011	2011	2012	2012	2013	2013
		REGULAR UNIT PRICE	OVERTIME UNIT PRICE	REGULAR UNIT PRICE	OVERTIME UNIT PRICE	REGULAR UNIT PRICE	OVERTIME UNIT PRICE
Removal on Arterial or Collector Streets (Includes labor & all equip.)							
DBH 0 to 12 inches	EA	100. ⁰⁰	100. ⁰⁰	110. ⁰⁰	110. ⁰⁰	110. ⁰⁰	110. ⁰⁰
DBH 13 to 24 inches	EA	345. ⁰⁰	400. ⁰⁰	345. ⁰⁰	400. ⁰⁰	345. ⁰⁰	400. ⁰⁰
DBH 25 to 36 inches	EA	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰
DBH 37 to 48 inches	EA	725. ⁰⁰	725. ⁰⁰	725. ⁰⁰	725. ⁰⁰	900. ⁰⁰	900. ⁰⁰
DBH 49 to 60 inches	EA	995. ⁰⁰	1,200. ⁰⁰	995. ⁰⁰	1,200. ⁰⁰	995. ⁰⁰	1,200. ⁰⁰
Removal on Local Streets and City Properties (Includes labor & all equip.)							
DBH 0 to 12 inches	EA	25. 100. ⁰⁰	25. 100. ⁰⁰	25. 110. ⁰⁰	25. 110. ⁰⁰	25. 110. ⁰⁰	25. 110. ⁰⁰
DBH 13 to 24 inches	EA	345. ⁰⁰	400. ⁰⁰	345. ⁰⁰	400. ⁰⁰	450. ⁰⁰	450. ⁰⁰
DBH 25 to 36 inches	EA	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	550. ⁰⁰	595. ⁰⁰
DBH 37 to 48 inches	EA	725. ⁰⁰	725. ⁰⁰	725. ⁰⁰	725. ⁰⁰	900. ⁰⁰	900. ⁰⁰
DBH 49 to 60 inches	EA	1000. ⁰⁰	1000. ⁰⁰	1000. ⁰⁰	1000. ⁰⁰	1000. ⁰⁰	1000. ⁰⁰
Rental Equipment (non-tree removal work, incl. operator and vehicle)							
Bucket Truck	HR	50. ⁰⁰	75. ⁰⁰	50. ⁰⁰	75. ⁰⁰	50. ⁰⁰	75. ⁰⁰
Tree Spade 44"- 80" Diam. Hole	HR	150. ⁰⁰	150. ⁰⁰	150. ⁰⁰	150. ⁰⁰	150. ⁰⁰	150. ⁰⁰

DESCRIPTION	UNITS	2011	2011	2012	2012	2013	2013
		REGULAR UNIT PRICE	OVERTIME UNIT PRICE	REGULAR UNIT PRICE	OVERTIME UNIT PRICE	REGULAR UNIT PRICE	OVERTIME UNIT PRICE
Misc.							
Spraying trees (Includes labor & equip.)	GAL	7. ⁸⁵	7. ⁸⁵	9. ⁰⁰	9. ⁰⁰	10. ⁰⁰	10. ⁰⁰
Tree trimming (Includes labor & all equip.)	HR	124. ⁰⁰	184. ⁰⁰	124. ⁰⁰	184. ⁰⁰	124. ⁰⁰	184. ⁰⁰
Arborist Inspection Services (Includes labor & all equip.)	EA Request	40. ⁰⁰	40. ⁰⁰	40. ⁰⁰	40. ⁰⁰	40. ⁰⁰	40. ⁰⁰
Emergency Equip.							
Horizontal Grinder min 500 HP	HR	475. ⁰⁰	475. ⁰⁰	475. ⁰⁰	475. ⁰⁰	500. ⁰⁰	500. ⁰⁰
Claw Loader w/28 CY Capacity Dump Bed	HR	180. ⁰⁰	180. ⁰⁰	180. ⁰⁰	180. ⁰⁰	180. ⁰⁰	180. ⁰⁰
Excavator w/Clam Bucket 230 HP	HR	120. ⁰⁰	120. ⁰⁰	120. ⁰⁰	120. ⁰⁰	120. ⁰⁰	120. ⁰⁰
Wheel Loader - Dump Height 9' 130 HP	HR	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰
Track Loader - Dump Height 8' 80 HP	HR	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰
Uni-Loader w/Grapple Bucket 70 HP	HR	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰	85. ⁰⁰
Tractor w/Barrel Bed 15 CY	HR	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰	100. ⁰⁰
Tractor w/Ejector Bed 72 CY	HR	140. ⁰⁰	140. ⁰⁰	140. ⁰⁰	140. ⁰⁰	140. ⁰⁰	140. ⁰⁰
Tractor w/Box Bed 28 CY	HR	110. ⁰⁰	120. ⁰⁰	110. ⁰⁰	120. ⁰⁰	110. ⁰⁰	120. ⁰⁰
Light Tower - Towed 440,000 Lumens	HR	10. ⁰⁰	10. ⁰⁰	10. ⁰⁰	10. ⁰⁰	10. ⁰⁰	10. ⁰⁰
Stump Grinder	HR	58. ⁰⁰	58. ⁰⁰	58. ⁰⁰	60. ⁰⁰	60. ⁰⁰	60. ⁰⁰

8.0 References

8.1 The Contractor will provide three (3) local references of comparable work from the last twelve (12) months.

Company: City of Prairie Village, KS Contact: Suzanne or Mike

Phone #: _____ Email: _____

Brief Description on Work: "2010 Tree Trimming Contract"
Used 5 Bucket Trucks, Chipper Truck & Chipper, & Also 2 Claw Trucks
to complete work.

Company: TFR, Inc. Contact: Julie Rowland

Phone #: 512-751-9799 Email: _____

Brief Description on Work: We have completed several city's and
county's throughout the central states for this company.

Company: City of Mission, KS Contact: Sherry Williams

Phone #: 262-6916 Email: _____

Brief Description of Work: Tree Removal & Tree Trimming - been
doing these work since Ice storm in 2000. We completed
the entire city after storm, used 12 Buckets & 8 Claw Trucks.

Contractor Contact: Zach Johnson

Company Name: Kansas City Tree Care LLC.

Address: 5217 Walnut

Mission, KS 66202

Telephone Number: 913-894-4767

Fax Number: 1-866 922-8198

Email: KansasCityTreeCare@yahoo.com

/s/ _____ 11-29-10
Contractor Agent Date

ATTEST:
/s/ _____
Joyce Hagen Mundy, City Clerk Date

/s/ _____
Catherine P. Logan, City Attorney Date

/s/ _____
Ronald L. Shaffer, Mayor Date

CERTIFICATE OF RECOGNITION FOR PROFESSIONAL DEVELOPMENT

WHEREAS, Jeanne Koontz has been employed by the City of Prairie Village since June, 2006 and promoted to Deputy City Clerk in 2007; and

WHEREAS, Jeanne Koontz has demonstrated professionalism beyond the sphere of the City of Prairie Village, participating in the Northeast Johnson County Leadership Program, KU Certified Public Manager Program and the Kansas Municipal Institute Academy; and

WHEREAS, Jeanne Koontz has earned the designation of Certified Municipal Clerk (CMC) from the International Institute of Municipal Clerks in November, 2010

THEREFORE, BE IT RESOLVED that Jeanne Koontz be commended for her educational and professional accomplishments that prepare her to better serve the City of Prairie Village.

**Ronald L. Shaffer
Mayor, City of Prairie Village**

**Joyce Hagen Mundy
City Clerk**

MAYOR'S ANNOUNCEMENTS

December 20, 2010

Committee meetings scheduled for the next two weeks include:

Council Committee of the Whole	01/03/2011	6:00 p.m.
City Council	01/03/2011	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a pastel exhibit by Pat Jessee in the R. G. Endres Gallery for the month of December.

The City Offices will be closed on Friday, December 24th and Friday, December 31st in observance of the Christmas and New Year's holidays . Solid waste and recycling pick-up will be done Monday through Friday (normal schedule) both weeks.

The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5.00 each.

The 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

INFORMATIONAL ITEMS
December 20, 2010

1. Planning Commission Minutes - November 2, 2010
2. Council Committee of the Whole Minutes - December 6, 2010
3. Sister City Committee Minutes - November 8, 2010
4. Environment and Recycle Committee Minutes - October 27, 2010
5. Mark Your Calendars
6. Committee Agenda

**PLANNING COMMISSION MINUTES
NOVEMBER 2, 2010**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 2, 2010, in the Council Chamber, 7700 Mission Road. Vice Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Dirk Schafer, Randy Kronblad, Marlene Nagel, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Dennis Enslinger, Assistant City Administrator; Jim Brown, City Building Official; David Morrison, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Nancy Vennard moved for the approval of the minutes of October 4, 2010 with the typographical correction noted on page 4. The motion was seconded by Nancy Wallerstein and passed by a vote of 4 to 0 with Marlene Nagel and Randy Kronblad abstaining due to absence.

PUBLIC HEARINGS

**PC2010-06 Request for Renewal of Special Use Permit
For the operation of a Country Club
9101 Nall Avenue
Zoning: R-1a
Applicant: Rich Muller with Caymus**

Vice-Chairman Bob Lindeblad reviewed the procedures for the public hearing and confirmed the required publication of the notice of hearing and mailing of certified notices to surrounding property owners.

Rich Muller, 460 Nichols Road, Suite 300, Kansas City, Missouri, advised the Planning Commission that Caymus recently purchased the Meadowbrook Country Club. During the change of ownership, it was discovered that the Special Use Permit for the Club had expired. The Special Use Permit was granted March 2, 1992 for a five year period to March 2, 1997. The Club did not submit an application to renew the Special Use Permit.

At this time the new Club ownership simply wants to renew the Special Use Permit for the Country Club and operate it as it was under the previous ownership. The new ownership has retained Landscapes Golf Group to professionally manage the Club's operation with the goal of growing the golf membership to 350-400 members and the

social membership to 200. Rich Muller stated they are requesting the Special Use Permit Renewal run with the land and not have an expiration date.

Mr. Muller stated he had reviewed the staff comments and wanted to make a correction on the staff finding of facts regarding parking. He noted the statement: "The Gallery and Turn are closed when the Ballroom is in use." Is inaccurate and should be removed. However, he is confident there is sufficient parking even with all facilities being used

Ron Williamson noted the last Special Use Permit was granted March 2, 1992 for a five year period to March 2, 1997. The original Special Use Permit also was granted to a specific owner rather than running with the property. The policy of the City has changed and Special Use Permits, like zoning, run with the land rather than the owner. Therefore it is not necessary to amend the Special Use Permit every time ownership changes. The requirements and conditions of the Special Use Permit are in force regardless of the ownership.

Mr. Williamson stated the applicant held a meeting on October 15, 2010 in accordance with Planning Commission Citizen Participation Policy and four neighbors were in attendance. The applicant explained their plans for Meadowbrook Country Club and no issues were raised.

Vice-Chairman Bob Lindeblad opened the public hearing for comments. No one wished to address the Commission on this application. The public hearing was closed at 7:06 p.m.

Marlene Nagel confirmed the requirement for continuation of the golf course for the Special Use Permit to remain valid does not apply to the other recreational uses currently in existence.

Vice-Chairman Lindeblad led the Planning Commission through the following review of the findings of fact required for the issuance of a Special Use Permit:

- 1. The proposed Special Use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.**

The existing facilities comply with the intensity of use, yard and use limitations.

- 2. The proposed Special Use at the specified location will not adversely affect the welfare or convenience of the public.**

The application is requesting to renew the Special Use Permit for the existing operation. The Club has been in operation at this location for more than fifty years and has not had an adverse affect on the welfare or convenience of the public.

- 3. The proposed Special Use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The use has been in place for over fifty years and this is simply a renewal of the existing operation. The Club provides a significant amount of open space and likely will protect or increase property values of the neighborhood rather than injure them.

4. **The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site which respect to streets giving access to it, are such that this Special Use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the Special Use will so dominate the immediate neighborhood consideration shall be given to:**
 - a. **Location, size and nature of the height of building structures, walls and fences on the site; and;**
 - b. **The nature and extent of landscape and screening on the site.**

The Club contains approximately 138 acres and because of its size it dominates the neighborhood. However, it dominates in a positive sense in that it provides a large amount of open space, trees and landscape. It is a good use for the surrounding neighborhood.

5. **Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and said areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious affect.**

The Zoning Ordinance does not have a standard for country clubs. However, it appears that off-street parking is adequate to meet the needs of the club. The parking lot has 190 spaces. The club has three dining areas, the Gallery seating 54, the Turn seating 30 and the Ballroom seating 300. There is a parking standard for restaurants, however, which is one space for 2.5 seats based on maximum capacity. The maximum seating capacity is 384 which require 154 parking spaces. There have been occasions where major events have been held at the Club and parking was a problem. These occasions have been infrequent and the Club needs to make provisions for surplus parking when events are perceived to exceed existing facilities.

6. **Adequate utility drainage and other necessary facilities have been or will be provided.**

Utilities and drainage are adequate to serve the needs of the Country Club. No changes in use are proposed so existing services are appropriate for the Club.

7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.**

Entrance and exit drives are provided on both Nall Avenue and Somerset Drive. The main entrance and exit is off Somerset Drive. The Nall Avenue entrance and exit has a steeper grade but is useable. No new entrances or exits have been proposed.

8. **Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing process, obnoxious odors or unnecessary intrusive noises.**

This particular use does not appear to have any hazardous or toxic materials, hazardous processes or obnoxious odors related to its use. There may be some noise generated from equipment used to maintain the golf course but it is similar to the noise created by homeowners maintaining their yards. Chemicals used to maintain the grass and control weeds are used and stored in accordance with appropriate regulations.

9. **Architectural style and exterior materials are compatible with such styles and materials used in the neighborhood in which the proposed building is to built or located.**

The applicant has not proposed to change any exteriors of the existing buildings, to enlarge existing buildings or build new buildings. It was noted that any significant change in the exterior of existing buildings, the replacement of buildings, expansion of buildings, the construction of new buildings or changes in entrance parking and grading should be submitted to the Planning Commission for site plan review and approval.

Randy Kronblad moved that the Planning Commission find favorably on the findings of fact and recommend the Governing Body approve the renewal of a Special Use Permit for the operation of a private club at 9101 Nall subject to the following conditions:

1. That the Special Use Permit be approved for a Country Club/Private Club which includes golf, swimming, tennis, other similar recreational facilities and full service dining activities including the sales of beer, wine and alcoholic beverages all of which will be available only to members and their guests.
2. That the Club shall comply with all statutes of the State of Kansas and all ordinances of the City of Prairie Village relating to alcoholic liquor and/or cereal malt beverage and the sale or dispensing thereof.
3. That the Special Use Permit shall run with the land unless the golf course use is terminated then the Special Use Permit will terminate.
4. That any significant change to the exterior of any existing buildings, the replacement of buildings, the expansion of buildings, the construction of new buildings or changes to the site such as entrances and parking and major grading changes shall be submitted to the Planning Commission for site plan review and approval.
5. That the Special Use Permit be approved for an indefinite period of time.
6. If the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.

The motion was seconded by Marlene Nagel and passed unanimously.

NON-PUBLIC HEARINGS
PC2010-111 Request for Sign Approval
7600 State Line Road

Ross Jensen with Acme Signs, 1313 Vernon, North Kansas City, Missouri, presented an application for sign approval for State Line Village located at the northwest corner of State Line Road and Cambridge Street for the installation of two new monument signs. The name of the shopping center has been changed from "State Line Center" to "State Line Village" and his client is proposing to list a maximum of four tenants on each sign. The existing monument sign on State Line Road will be replaced and a new monument sign will be installed on Cambridge Street in the green space west of the entry/exit drive. Both signs will be placed perpendicular to the streets. The signs will be set back in excess of the 12 feet from the back of curb as required by City code.

Mr. Jensen stated the proposed Hy-Vee signs are cabinet design on a brick base that matches the brick on the buildings. To be consistent with the monument sign previously approved, it is recommended that brick columns be added to each of the signs. The signs will be internally illuminated. The background will be dark bronze with white lettering.

The sign is proposed to be 5'0" in height which is in accordance with the maximum 5' height set by City code. The sign panel will not exceed 20 square feet. Landscape plans have been submitted for the base of each sign.

Ron Williamson noted under the current regulations one monument sign may be permitted for each street frontage. The original sign standards were approved for this development January 3, 1992 when it was owned by Schnuck's and was called Schnuck's Southgate Center. The standards have not been updated since then, but the monument sign was changed when Hy-Vee acquired ownership. The standards only identified one monument sign for the center. The sign standards are old and many changes have occurred in the sign regulations, therefore, it is recommended that the applicant revise the standards to reflect current conditions prior to getting a permit from the City.

Marlene Nagel moved the Planning Commission approve PC2010-111 for two monument signs for the State Line Village Shopping Center at 7600 State Line Road subject to the following conditions:

1. One monument sign will replace the existing monument sign on State Line Road and the second monument sign will be a new installation on Cambridge Street west of the driveway.
2. The area of the sign panel shall be reduced to 20 square feet.
3. Brick columns are added to both ends of the signs so that the signs reflect the policy of the Planning Commission of being primarily brick, stone or masonry design as shown on the revised drawing submitted by the applicant on October 29, 2010.
4. The applicant update and revise the sign standards for State Line Village to reflect current conditions and changes in the sign regulations and submit the

revised standards to the Planning Commission for consideration prior to obtaining a building permit.

The motion was seconded by Nancy Vennard and passed unanimously.

**PC2010-112 Request for Sign & Sign Standards Approval
8340 Mission Road**

Dirk Schafer announced that due to a professional relationship with the applicant he would recues himself from action on this item by the Commission.

Chris Erdley, 1000 Walnut St., Suite 900, addressed the Commission on behalf of Tower Properties Company which has recently purchased this multi-tenant building and is requesting the approval of sign standards so that its major tenants will have more visibility. Currently the only sign on this building is "Corinth Office Building" which is located on the gable of the portico. The applicant would like to add the name of a tenant on the wall and construct a monument sign at some point in the future. There is no monument sign for this building.

Mr. Erdley submitted sign standards for the building and a proposed façade sign that would be located on the east façade with white individual letters not to exceed 15.5" in height. The proposed sign is not illuminated.

Ron Williamson noted the proposed sign standards appear to be straight forward are similar to sign standards that have been approved by the Planning Commission in the past. There are a couple of suggestions for changes after reviewing the proposed sign standards.

Section II.H. reads as follows:

H. Signage on the building.

1. Three (3) signs shall be allowed on the building at any one time. Two signs on the east façade, one of which being the existing building name and one (1) tenant name. One tenant name on the north façade would be allowed pending approval by the City of Prairie Village.

In viewing the east façade of the building, it seems that a better balance might be to permit two-tenant wall signs on the east façade of the building and none on the north wall. The second tenant sign could be similar to the one proposed and be located on the wall north of the portico. The building name could be removed when the monument sign is installed.

He clarified that the monument sign still needs to be approved by the Planning Commission.

Randy Kronblad confirmed the façade sign shown on the tan background in the information presented would actually be individual letters placed directly on the brick

and the lettering which had option one being all white and option two being dark bronze would be following option one.

Nancy Vennard moved the Planning Commission approve the sign standards for 8340 Mission Road subject to the following changes:

1. Section II.H. Signage on the Building.
 1. Three signs shall be allowed on the building at any one time. Two signs may be tenant names, one located south of the portico and one located north of the portico. The third sign will be the building name located in the gable of the portico.
 2. Monument Sign Change to read as follows:
 7. Monument sign design must be approved by Building Owner, the Prairie Village Planning Commission and, be permitted by the City of Prairie Village prior to construction/installation.
 3. Providing revised copy of the signed standards for Staff approval.
- The motion was seconded by Randy Kronblad and passed unanimously.

**PC2010-113 Request for Sign Approval
7231 Mission Road**

Scott Schultz, representing St. Ann's Church and School, presented a request for approval of a new monument sign at their facility located at 7231 Mission Road. The Church currently has three existing monument signs for the various facilities on the campus. There are currently two monument signs along Mission Road and a monument sign along Windsor Street. In 2007, St. Ann's requested a modification to one of the monument signs along Mission Road to include a reader board. The proposed request is for the replacement of the existing monument sign along Windsor Street including the installation of a reader board. The existing monument sign is non-conforming in terms of design and height. The proposed sign will bring the signage on site into greater compliance

The sign is located on the Windsor Street entrance which is the rear entrance to the school. It will be double faced and perpendicular to Windsor Street with a setback 16 feet from the back-of-curb which exceeds the minimum setback requirements.

The materials used for the proposed reader board and sign cabinet will be constructed of aluminum and will be painted black. The sign cabinet will be placed on a brick pedestal. The proposed sign matches the existing monument signs along Mission Road. The sign will not be lighted.

The sign is located in a ten (10') foot by twenty-two (22') foot landscaping bed.

Dennis Enslinger noted in the previous application the staff recommended a brick base for the monument sign, staff felt in this application it was more appropriate for the signs to complement the existing signs.

Randy Kronblad noted the code allows for a maximum of two signs for churches and schools yet they are requesting three signs. Mr. Enslinger responded that as a church and a school, they are considered as separate entities and each would be allowed two signs.

Mr. Kronblad asked how the changeable text would be attached to the sign. Mr. Schultz responded it would be slid into the designated spaces in the sign cabinet.

Marlene Nagel moved the Planning Commission approve the proposed monument sign for St. Ann's Church and School at 7231 Mission Road as presented subject to the following conditions:

1. That the height of the proposed sign not exceed five (5') feet, measured from the current ground elevation; and
2. That the area of the proposed sign not exceed 20 square feet.

The motion was seconded by Nancy Vennard and passed unanimously.

Nancy Wallerstein noted the sign would be located off Windsor in a predominately residential neighborhood. Ron Williamson responded the proposed sign is replacing an existing sign at this location.

OTHER BUSINESS

2011 Meeting Schedule

The 2011 meeting and submittal schedule was presented to the Commission for review. It was noted the July and September meetings would need to be held in the Multi-Purpose Room as the City Council will be meeting on those dates because of Monday holidays.

Nancy Vennard moved the Planning Commission adopt the meeting schedule as submitted. The motion was seconded by Marlene Nagel and passed unanimously.

Application Tracking

Nancy Vennard stated she was surprised the Country Club was able to operate for 14 years without renewing its Special Use Permit and asked what is done to track permit renewals.

Joyce Hagen Mundy responded there was a legal interpretation by the City Attorney at the time the liquor laws were changed to not require private clubs to have special use permits that it also applied to country clubs. Dennis Enslinger stated in reviewing the code, private clubs are different from country clubs and do require a permit. Homestead Country Club was issued an indefinite permit to operate as a country club at the time of the tennis bubble application. The Special Use Permits are currently being submitted to AIMS and are being tracked internally as well. He added that staff recently notified the Art Gallery on 75th Street that their Permit has expired and they need to make application for renewal.

Next Meeting

Although no formal applications have been filed, anticipated submittals are expected for site plan approval for the addition of four classrooms at Belinder Elementary School, a variance to the rear yard setback for the addition of a screened porch and two building line modifications.

Mr. Enslinger announced the Shawnee Mission East Baseball team wants to have its own storage facility. He has advised them they need to come up with an overall plan for accessory buildings on the school property.

Mr. Enslinger stated that earlier this year the City staff worked with Kansas State University students. The students prepared a design plan for the Corinth Square Shopping Center. He felt the plan addressed the transition well and contained some interesting concepts for redevelopment. Marlene Nagel confirmed the plan had been shared with Lane4.

ADJOURNMENT

With no further business to come before the Planning Commission, Vice-Chairman Bob Lindeblad adjourned the meeting at 7:30 p.m.

Bob Lindeblad
Vice-Chairman

COUNCIL COMMITTEE OF THE WHOLE
December 6, 2010

The Council Committee of the Whole met on Monday, December 6, 2010 at 6:30 p.m. The meeting was called to order by Council President Charles Clark with the following members present: Mayor Ron Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang (arrived late), Dale Beckerman, David Morrison and David Belz. Staff Members present: Wes Jordan, Chief of Police; Captain Tim Schwartzkopf; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Update on National League of Cities Prescription Drug Discount Program

The NLC Prescription Discount Card program, which began in November of 2009, is designed for NLC member cities to help their residents who are without health insurance or have limited prescription coverage. By using the city-sponsored discount card, residents can save an average of 20% off the full retail cost of prescription medication. The program is administered for NLC by CVS Caremark and includes nearly 60,000 participating pharmacies nationwide.

The City of Prairie Village has participated in this program for the past 12 months with 101 residents utilizing the program for 183 prescriptions. The average price savings per prescription was \$20.13 with an average percentage savings of 27.3% and a total savings of \$3,683.85. There is no cost for the city to participate in the program. The role of the city is to promote the program through local media, any city communications channels and make the cards available at locations throughout the city to those residents who might benefit from the program. Caremark provides the city with marketing materials and customized prescription discount cards.

Each month participating cities receive a report from NLC on the use of the discount cards. There are no direct costs associated with this program. Indirect costs are minimal and include staff time which is estimated at two hours per year.

David Morrison asked how many residents participated in the program. Quinn Bennion responded four to ten a month. He stressed that although the program is administered by CVS affiliate all local pharmacies participate in the program.

Dale Beckerman stated he felt that this is a program that should be aggressively promoted by the City and confirmed that the City has featured the program in the Village Voice.

It was the direction of the Council to continue the City's participation in the program.

Update regarding City Priorities

Quinn Bennion reviewed the status of several city initiatives that were identified as part of the Village Visioning planning process and during the during Council work sessions. The projects identified are beyond the day to day operations of the City and were presented as projects completed in 2010, projects currently being addressed, projects removed or postponed and projects not currently receiving attention.

In reviewing the list, Mr. Bennion noted the Council and staff have addressed a large portion of the projects in 2010 and several others are expected to be completed by mid-year 2011. There were two projects added in June and in August an upgrade/renovation of the Council Chamber technology was added. In November, the selection process for a Finance Director was added.

Multi-purpose room enhancements were removed from the 2011 budget during budget discussions and the City Hall/PD entry patio design project was postponed .

The Council will review these priorities again during the 2011 Council work session.

Update regarding START Committee

David Belz discussed his involvement with the START (Strategic Transit Action Recommendation Task Force) Committee for Johnson County. The Johnson County Transit staff has developed a five-year plan that could take from five to ten years for implementation and would provide services throughout all of Johnson County. The role of the task force is to review the plan, look at what other communities are doing and look into possible funding sources. In order to fully fund the proposed plan would require a capital investment of \$68 million and an additional \$53 million for operation of the program.

Because of the large cost, the task force is revisiting the planning and looking to see if there was a better way to roll out the plan. For example, would it be best to start with a few routes in viable and highly visible areas to garner support for the program before trying to secure funding for the entire program. The task force is committed to the successful implementation of a transit program in the county and is looking at different ways to increase the probability of successful implementation.

Ruth Hopkins asked if the committee had considered working regionally rather than solely within Johnson County. Mr. Belz responded it has been discussed but due to the current lack of confidence between the county and other regional entities, they felt it would be better to establish a countywide program before branching out regionally. Mr. Belz added the transit plan will be presented at the Johnson County Leadership Conference.

Quinn Bennion asked if the direction for funding will be the use of County funds or would cities be asked to come up with new revenue. Mr. Belz replied he felt it would be funded with County funds and noted they are looking for a dedicated source of revenue that would be for transit only.

STAFF REPORTS

Public Safety

- Chief Jordan presented a recap of the recent residential burglary arrest. He commended the work of the Crime Lab in their investigation and noted the involvement of other area jurisdictions in the search and arrest made possible by the ability of all jurisdictions to communicate with one another on the same frequency.
- The Code Red call that went out during the pursuit was generally very positively received; however, some complaints have been made because the caller ID reflected by the call does not clearly indicate its origination.
- Captain Tim Schwartzkopf shared information and photographs on the recent graffiti incidents in the City.
- Captain Schwartzkopf also gave an update on the Falmouth Christmas House display. Police are tracking the number of drive-bys conducted by officers. There have been violations of the no parking signs and tickets are now being written.

Public Works

- Bruce McNabb noted the estimated costs graffiti cleanup by Public Works is \$27,000 for the year and \$8400 for the month of November alone. There have been 65 incidents during the past year. Mr. McNabb noted most of the clean-up is being done during regular working hours and has impacted the crews' ability to do their other work.
- The paving on 63rd Street is complete. The pavement markings will be done within the next seven to ten days.
- The design contract for the Cambridge street relocation in conjunction with the Weltner Park Improvements will be brought to the Council for action at the next meeting.
- Mr. McNabb announced that the "Orange Barrel Report" on capital improvement projects has been updated on the computer noting it has been a very busy construction year.

Administration

- Dennis Enslinger noted in conjunction with the graffiti problems there has been discussion about a possible ordinance that would require private property owners to do cleanup. Steve Noll cautioned the Council that this could be a significant cost for residents.
- A building permit has been requested for the property on 71st Terrace.
- The City has received complaints about the restrictions on the number of leaf bags allowed and the requirement that they be in paper bags.
- The wind turbine approved earlier by the Planning Commission at Shawnee Mission East has become fiscally unviable. The school is exploring other options such as the installation of solar panels.
- Quinn Bennion reviewed the leaf pick-up programs offered by the cities of Fairway and Roeland Park after receiving questions from Council.
- A 360 evaluation on the performance of the City Administrator will be sent to Council members in the coming weeks via Google survey.
- The CDBG Project on 75th Place has been completed and due to the low bid came in under the project costs/grant. The City has been notified that due to lower

construction cost, the grant will cover nearly 100% of the costs rather than the anticipated 80%.

Mayor's Report

Mayor Shaffer reviewed the events he attended during the past two weeks representing the City.

- November 19 - Award luncheon for Sgt. Roberson
- November 20 - NE Johnson County Chamber Dinner
- November 30 - MARC Board meeting
- December 2 - Mayor's Holiday Tree Lighting
- December 3 - DARE Graduation & PVAC Art Gallery Exhibit

ADJOURNMENT

Being no further business to come before the Council Committee of the Whole, Council President Charles Clark adjourned the meeting at 7:23 pm.

Charles Clark
Council President

SISTER CITY COMMITTEE
08 November 2010
MINUTES

Call to Order

Vice Chair Carole Mosher called the meeting to order. Present: Vera Glywa, Cleo Simmonds, Rod Atteberry, Dick Bills, Bob McGowan and Phil Monnig. Also present: Ivan Novikov. Staff: Chris Engel.

Minutes

Minutes from October 11, 2010 were approved with corrections.

SME Student Reception (November 15)

Carole reported all four of the exchange students have been contacted and should be in attendance. She requested committee members be present at 6.30 to help set up the room. The plan is to bring the students over to the council chambers at 7.30 and introduce them to the City Council during the public participation portion of the meeting.

Village Voice

Carole will be working on the article to identify potential home-stay parents for a future Ukrainian exchange student. She also mentioned she will be trying to get the word out in the homes associations' newsletters.

Facebook

There was discussion over the type of information to include on the Facebook page to keep people interested and engaged in the committee's happenings. It is believed that to keep the page fresh and current will require a lot of work with constant updates.

Banner

Rod is looking into different banner sizes/styles to display at committee events. He also will be exploring an addition to the peace pole located in the courtyard at City Hall.

"Friends" Update

Vera reported she and Cleo had met with Bob Glywa, Bob Campbell and Marta Del Gobbo to discuss the formation of the Friends organization. Initially there were more people invited to attend but schedules did not work out. As a result the process has been put on hold and will be resumed in early 2011.

Old Business

Rod reported he had donated "The Monk" to the Chamber auction.

Vera and Dick shared catalogs and small items with the committee that could be branded with the committee logo. There was discussion over the types of items that people in the U.S. and in Dolyna would find useful. The committee will be relying heavily on Ivan to serve as a liaison between them and the youth of both Prairie Village and Ukraine.

Adjournment

The next regularly scheduled meeting is scheduled for Monday, December 13.

Carole Mosher
Vice Chair

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, October 27, 2010

Thomas O'Brien, for the steering committee, called the meeting to order at 7:05 p.m. Attending were Margaret Goldstein, Karin McAdams, Linda Smith, Polly Swafford, Kathy Riordan, Dennis Enslinger, Thomas O'Brien, Kristin Carmody, Ruth Hopkins, David Belz, Margaret Thomas, Bob Pierson, Al Pugsley and Deborah English.

The minutes were approved as written. Dennis reported that the committee has about \$3800.

The next meeting will combine November and December. The date of December 8 was approved.

Reports:

- **Environmental Forum** –
 - Attendance was acceptable, better than 2008.
 - The expenditure of \$786 was slightly higher than in past years; we offered more complimentary meals to people from the Leawood stream team and to representatives of nearby cities. It was felt that we should continue this practice.
 - The program was considered informative and relevant; reactions to the supper were mixed
 - Next year the person who arranges for appetizers will stay in close touch with Kathy re: likely attendance. This year there were more apples and cheese than we needed.
 - A possible theme for next year's forum would be environmental education. The KS Association of Conservation and Environmental Education meets in November, and next year we could possibly tie the meeting in with our forum. We could also consider sponsoring teachers to attend the conference.
 - The PVERC booth featured a history of the committee, which needs to be updated. Perhaps a group of early members of the committee could meet and collaborate on a new history.
 - The traditional theme of the forum is to espouse environmental issues in Kansas, including in Kansas government. It would help to make a greater effort to invite and encourage local legislators. Perhaps we could also use the mailing list from the forum to encourage people to subscribe to KNRC's legislative updates.
- **Earth Fair planning** – the committee met on October 6 and decided to expand the fair to include more topics of daily interest to local people. Some of these include:
 - Greening pastimes and hobbies, such as needlework, at, woodworking, barbecuing, gardening and lawn care, and vacationing.
 - More transportation options, such as more electric cars, new as well as converted (e.g. Nissan Leaf, Ford), Yike Bike and other bicycles, and motor scooters.
 - A contest for best original environmentally-themed short film, with a prize.
 - Film festival of short films shown in a continuous loop.
 - Very hands-on demonstration of what can and can't be recycled.
 - Composing workshop.
 - A demonstration area where exhibitors can do presentations.
 - Possible shuttle for people coming to the fair.
 - Many popular ideas from past fairs, such as music, puppet show, fashion show, children's choir, magic school bus and the food and plant sales. Instead of lunch, we could encourage sale of healthy snack foods.
 - Thomas has reserved two website addresses for the Earth Fair.
 - The Earth Fair planning committee will meet again on December 7, at Thomas's house. In the meantime, everyone is encouraged to think of ways to carry out these themes.
- **Greener Parks Project** – we need to develop our strategy more fully and then approach the Parks and Recreation people in person.
- **Indian Hills stream project:** the committee has an estimate on planting costs, and they're planning another meeting with the school. They'll report at the next meeting.

- **New business**

- The updated **Prairie Village website** will be up and running soon. Of interest to us:
 - Each committee will have its own page.
 - There will be project pages for special events.
 - A specialized calendar will allow people to focus on their areas of interest.
- Bridging the Gap has asked to share our email list from the forum. This raises the question: what is our policy on the use of our various lists? The committee decided:
 - From now on, our lists should include our policy, i.e. that we don't share the list with anyone.
 - If issues seem critical, we can send out emails ourselves to people on our lists, noting if necessary that we don't endorse the issues in question.
 - Regarding the idea of sending legislative updates to people on the KNRC/Forum list, we still need to consult with Dennis.
- Al asked if the committee could support new city rulings regarding solar fixtures on houses. This would require a major effort and may be beyond us at this time. At the next meeting, we can prioritize pertinent advocacy projects.
- Volunteers are needed for the November 13 e-recycling event at Church of the Resurrection.

The meeting adjourned at 9:00.

The next meeting will be on December 8, 7:00 p.m.

Respectfully submitted,

Karin McAdams

**Council Members
Mark Your Calendars
December 20, 2010**

December 2010	Pat Jessee pastel exhibit in the R. G. Endres Gallery
December 24	City offices closed in observance of the Christmas holiday
December 31	City offices closed in observance of the New Years Day holiday
January 2011	Carol Miller ink exhibit in the R. G. Endres Gallery
January 3	City Council Meeting
January 15	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
January 17	City offices closed in observance of Martin Luther King Day
January 18(Tues.)	City Council Meeting
February 2011	Jon Freeman exhibit in the R. G. Endres Gallery
February 7	City Council Meeting
February 21	City offices closed in observance of Presidents' Day
February 22(Tues.)	City Council Meeting
March 2011	Ted Denton 3-D exhibit in the R. G. Endres Gallery
March 7	City Council Meeting
March 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
March 21	City Council Meeting
April 2011	
April 4	City Council Meeting
April 18	City Council Meeting
May 2011	Bryan Voell mixed media exhibit in the R. G. Endres Gallery
May 2	City Council Meeting
May 16	City Council Meeting
May 30	City offices closed in observance of Memorial Day
June 2011	Nancy Todd Roberts oils exhibit in the R. G. Endres Gallery
June 6	City Council Meeting
June 20	City Council Meeting
July 2011	Senior Arts Council exhibit in the R. G. Endres Gallery
July 4	VillageFest
July 4	City offices closed in observance of Independence Day
July 5(Tues.)	City Council Meeting
July 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
July 18	City Council Meeting
August 2011	Cortney Christensen photography & watercolors exhibit in the R. G. Endres Gallery
August 1	City Council Meeting
August 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
August 15	City Council Meeting

September 2011

September 5 City offices closed in observance of Labor Day
September 6(Tues.) City Council Meeting
September 10 JazzFest
September 19 City Council Meeting

October 2011

October 3 State of the Arts Exhibit in the R. G. Endres Gallery
City Council Meeting
October 14 Artist reception in the R. G. Endres Gallery 6:00 - 8:00
October 17 City Council Meeting

November 2011

November 7 City Council Meeting
November 21 City Council Meeting
November 24 City offices closed in observance of Thanksgiving
November 25 City offices closed in observance of Thanksgiving

December 2011

December 5 Richard Joslin watercolor exhibit in the R. G. Endres Gallery
City Council Meeting
December 9 Artist reception in the R. G. Endres Gallery
December 19 City Council Meeting
December 26 City offices closed in observance of Christmas

ANIMAL CONTROL COMMITTEE

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

COUNCIL COMMITTEE

COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)
COU2007-35 Consider reactivation of Project 190709: 83rd Street/Delmar Drainage Improvements
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)
COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)
COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)
COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)
COU2009-16 Consider Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)
COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)
COU2009-63 Consider Project 190866 - 75th Street Paving (assigned 6/10/2009)
COU2009-100 Consider Project 190728: Prairie Lane Drainage Project (assigned 10/14/2009)
COU2010-60 Consider Personnel Policy relating to IT Policy (assigned 12/15/2010)
COU2010-61 Consider agreement with Swartz Consulting , LLC for telephone systems consulting related to RFP & telecommunication management process (assigned 12/15/2010)
COU2010-62 Consider agreement with Affinis Corp for the Preliminary & Final Design for Cambridge Street (assigned 12/15/2010)

PARKS AND RECREATION COMMITTEE

PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

PLANNING COMMISSION

PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)
PC2008-02 Consider development of ordinances to support best practices for renewable energy and for green design related to residential and commercial building design (assigned 7/7/08)

PRAIRIE VILLAGE ARTS COUNCIL

PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1st Quarter of 2001)