

# CITY OF PRAIRIE VILLAGE

**February 22, 2011**

**Committee Meeting**

**6:00 p.m.**

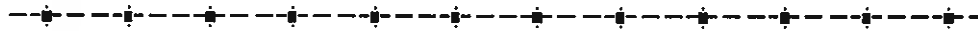




# City Council Meeting

*February 22, 2011*

*Dinner will be provided by:*  
**Oklahoma Joe's BBQ**



Brisket and Pulled Pork  
BBQ Beans, Potato Salad  
Cole Slaw, Bread  
Pickle Tray

Dessert

**COUNCIL COMMITTEE**  
**Tuesday February 22, 2011**  
**6:00 p.m.**  
**Council Chambers**

**AGENDA**

**CHARLES CLARK, COUNCIL PRESIDENT**

**CONSENT AGENDA**

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

**AGENDA ITEMS FOR DISCUSSION**

**Presentation on Police Department staffing**  
**Wes Jordan**

**COU2011-06 Consider new policy PP931 - Travel Policy and changes to PP930 - Expense Reimbursement**  
**Chris Engel**

**COU2011-07 Consider Approval of initiating the Prairie Village magazine with Metro Media for the production, printing and mailing of 2 issues for 2011 and \$11,000 for mailing costs**  
**Andrew Wang**

**Consider approval of Ordinance deleting PVMC Chapter 5-109 - Applicable Classifications relating to business licenses**

**Consider approval of increasing fees by \$5 for Arborist, Pesticide, Home Occupation, Security, Solid Waste and Tow and by 2% for Administrative-Retail businesses**

**Discussion regarding property owner responsibility for snow and ice removal on sidewalks**  
**Laura Wassmer**

**\*Council Action Requested the same night**



## COUNCIL COMMITTEE

Council Committee Meeting Date: February 7, 2011  
City Council Meeting Date: February 22, 2011

**COU2010-60: Consider approving updates to the City's Information Technology Usage policies for Employees and Records Management policy.**

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### **SUGGESTED MOTION**

Move that the Committee:

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

### **BACKGROUND**

During the review of the City's Personnel Policies, the City's current policies regarding information technology requires 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 and appointed officials are clearly stated in the updated Policy along with appropriate standards for legal compliance. The Policy also includes disciplinary measures for employees who violate the policy and misuse City equipment and resources.

City staff and the City Attorney have created a separate Information Technology User Agreement for all other users of the City's systems or equipment, including the Governing Body, consultants, agents, and volunteers. The agreement will be signed at the time of use or checkout and is narrower in scope than the Personnel Policy.

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

### **ATTACHMENTS**

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

Nicholas Sanders, PHR, IPMA-CP  
Human Resources Specialist  
Date: February 3, 2011



**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:**

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**I. SCOPE**

- A. This policy covers appropriate use of any City Information Technology and applies to all Employees and appointed officials of the City. This policy does not apply to the Governing Body 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. Users 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 and other appointed officials 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.

**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 Users 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 Users 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 User'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, for any length of time for any purpose whatsoever without the prior consent of the Employee's supervisor, social networking websites.
- G. Users engaging in the improper use of Information Technology resources are subject to the full range of sanctions for violating terms of employment or appointment, including the loss of computer or network access privileges, disciplinary action, termination of employment or appointment 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. Employees 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 an Employee must comply.
- J. Users 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. Users 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. Users 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. Users shall, at all times, follow the City anti-virus rules as promulgated by the Information Technology personnel from time to time. Users 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 Users from accessing certain non-business related Web sites, as determined in the City's sole discretion from time to time. Users 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 supervisor, manager, or IT Department member, 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;
  - 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**

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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 PP\_\_\_\_\_: 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**

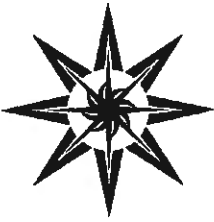
- a) a-) Be responsible for the neat and orderly filing of department records**
- b) b-) Take an audit/inventory of all files by February 15th of each year to ensure that the files have been purged;**

- c) e-) Examine all records going to storage and label records to be stored identifying the records and if possible, the destruction date.
  - d) d-) 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.



## ADMINISTRATION

Council Committee Meeting Date: February 22, 2011  
Council Meeting Date: March 7, 2011

**COU 2011-06: Consider new policy PP931 - TRAVEL POLICY and changes to PP930 - EXPENSE REIMBURSEMENT**

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### RECOMMENDATION

Move the Governing Body approve PP931 - Travel Policy as written.

Move the Governing Body approve revisions to PP930 - Expense Reimbursement as written.

### BACKGROUND

The City currently does not have adequately established guidelines for expenses incurred during travel requiring an overnight stay. According to IRS guidelines an employer must have a policy in place establishing accountability measures to avoid certain travel expenses from being considered taxable wages. The City's current policy PP930 - EXPENSE REIMBURSEMENT only addresses reimbursement as a general concept and does not include specifics in regard to travel.

### PP931 - TRAVEL POLICY

PP931 is a new policy that establishes a process for expense approval and reimbursement while city staff is traveling on city business that requires an overnight stay. Items addressed in this policy are travel, lodging, meals/incidentals and conference or training fees. PP931 essentially reflects current city practices in all these regards except one - per diem payments for meals and incidentals (M&I). Included to streamline the reimbursement process, per diem establishes a daily meal allowance that is paid in advance and does not require expenses to be reconciled with a receipt.

Example: Officer Jones attends a three-day conference in Wichita. He will be in Wichita or traveling to and from Wichita for three (3) breakfasts, three (3) lunches and two (2) dinners. Since the current per diem rate for Wichita, established by the General Services Administration (GSA), is \$9 for breakfast, \$13 for lunch and \$29 for dinner the employee will receive pre-payment of \$124. No further reporting or accounting for meals will be required.

If Council approves PP931, then PP930 will need to be modified.

Travel Policy PP931 applies to city staff travel and does not apply to Council. Council travel and reimbursement process will remain the same as current practice under Policy PP930 (unless directed otherwise by Council).

## **PP930 - ELIGIBLE EXPENSES AND REIMBURSEMENT**

PP930 was originally written to address reimbursement requests for all expenses incurred on city-related business. By approving PP931 which focuses on out of town overnight travel the current PP930 has been modified to address expenses that are local or do not require an overnight stay.

Suggested changes to PP930 include:

- Change the policy name from “EXPENSE REIMBURSEMENT” to “ELIGIBLE EXPENSES AND REIMBURSEMENT.”
- Define the metro area as the nine-county MARC metropolitan area.
- Categorize expenses as either (1.) within the metro region or (2.) outside the metro region but not requiring an overnight stay. Expenses incurred outside the metro region that require an overnight stay are addressed in PP931.
- Prohibits reimbursement for local meals not included in registration or program fees. For example, an employee attends MARC training that ends shortly before or takes a break for the lunch hour. The policy states the City will not reimburse lunch in this instance.
- This applies to all Council travel, both in and out of the KC metro area.

## **BUDGET IMPACT**

The combination of these policies will result in a slight reduction of travel cost due to the new meal reimbursement policy in the metro area and defined per diem during out of town travel.

## **ATTACHMENTS**

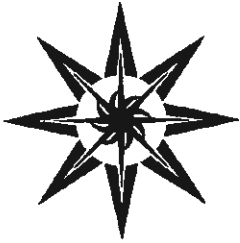
PP930 strikethrough and PP931

## **PREPARED BY**

Chris Engel

Asst to City Administrator

Date: February 10, 2011



## City Council Policy: PP931 - TRAVEL POLICY

**Effective Date:**

**Amends:**

**Approved By:**

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### I. SCOPE

A. This policy and these procedures apply to all city employees of the City of Prairie Village when travel requiring an overnight stay is necessary as part of official City business. This policy does not apply to appointed or elected officials.

### II. PURPOSE

A. To establish procedures for a uniform method of approval, payment and accounting for expenditures related to travel on official business of the City. These guidelines ensure that City funds are being expended in a prudent and reasonable manner in the conduct of official City business.

### III. RESPONSIBILITY

- A. The appropriate Department Manager or designee is empowered to authorize the approval of all requests for funds, reimbursements and overnight travel for their employees.
- B. The City Administrator or designee is empowered to authorize the approval of all requests for funds, reimbursements and overnight travel for Department Managers.

### IV. DEFINITIONS

- A. **Metro Area:** The nine county Kansas City metropolitan area served by the Mid-America Regional Council (MARC) comprised of the Missouri counties of Platt, Clay, Ray, Jackson and Cass and the Kansas counties of Leavenworth, Wyandotte, Johnson and Miami.
- B. **Travel Days:** For per diem calculation purposes when traveling by air, travel time is defined as beginning one hour prior to departure and one hour after returning to Kansas City. Standard meal times are 7:30am for breakfast, 12:00pm for lunch, and 6:00pm for dinner. If travel time includes standard meal time(s) the associated meal(s) is included in per diem calculations.
- C. **Conference Days:** The day the conference begins and the day the conference ends and any days in between upon which conference activities occur.

### V. POLICY

The City shall pay for and/or reimburse employees for the following costs, in accordance with the procedures more fully set forth in Section VI of this policy.

#### A. Meals and Incidentals [Per Diem]

The total daily per diem amount is based on the M&IE [Meals and Incidental Expenses] breakdown provided by the General Services Administration [GSA].

1. The City will adhere to prevailing per diem rates for meals and incidentals that are in accordance with those set forth by the GSA.
2. Employees shall receive a per diem amount for meals and incidentals incurred on travel days and conference days when the conference sponsor does not provide full meals [i.e., sit down breakfast, lunch or dinner] as part of the conference cost.
3. Cities not specifically listed on the GSA website will be considered a "standard destination" and receive the prevailing Federal per diem rate for such destinations.
4. Employees in possession of a City purchasing card should not use it to pay for meals covered by per diem.
5. Any exceptions to this section require prior approval by the City Administrator.

## PP931 Travel Policy

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6. Per Diem rates for trips not requiring an overnight stay are not covered in this policy. See Council Policy: PP930 - ELIGIBLE EXPENSES AND REIMBURSEMENT.

### B. Lodging Expenses

1. The City shall pay the cost of a standard room at the suggested conference hotel(s) unless extenuating circumstances prevent staying there. Expenses for in-room entertainment fees and other personal expenses will not be considered eligible expenses for reimbursement.
2. When traveling on official business not related to a conference, lodging choices should be based upon economy and accessibility to destination of purpose travel.
3. Whenever possible, advance arrangements should be made whereby lodging costs can be paid by a City purchasing card or billed directly to the City.
4. Expenses incurred by guests are the full responsibility of the employee.

### C. Conference Registration

1. Arrangements should be made far enough in advance to take advantage of any special pricing opportunities and payment of conference registrations can be made directly to the sponsoring organization.
2. The City shall pay for the cost of basic conference registration and fees for additional pre-sessions and post sessions that are clearly a function of the conference and cannot be construed as entertainment.

### D. Travel Costs

No specific mode of transportation is mandatory; however, employees are expected to use the most economical means available with reasonable consideration given to the time and distance involved. Mileage reimbursements will never be given which exceed the actual round trip cost of coach airfare. It is the department's responsibility to obtain competitive pricing to ensure comparative rates.

#### 1. Air Travel

- a. The City shall pay the costs of coach airfare for travel on City business. Such travel must be the most cost-efficient, direct flight to and from the conference location based upon the conference and travel days scheduled for the travel.
- b. If significant monetary savings can be realized by making Saturday or Sunday a travel day, employees may request or be requested to depart earlier or later than the requested travel day. If a request is made for later or earlier departure, documentation of savings [airfare, hotel, M&I] must accompany the original travel request.

#### 2. Driving

Employees may choose to drive to and from a conference outside the metropolitan area. However, in no event shall the City reimburse amounts incurred due to driving [mileage, hotel and meals] which exceed the costs that would have been incurred for air travel and associated costs. Further, in such instances, employees will be responsible for any tickets or citations issued to her/him.

- a. City Vehicle Use. Employees are encouraged to use a City vehicle in lieu of a personal vehicle whenever a City vehicle is available. When a City vehicle is used the employee will be reimbursed for all gas receipts if the gas is not charged directly to the City.
- b. Personal Vehicle Use. If an employee is allowed to use his/her personal vehicle, a mileage allowance at the prevailing IRS rate may be authorized for mileage amounts calculated based upon standard mileage charts or other sources [Google, MapQuest, etc.]. Total trip mileage will be calculated with City Hall as the starting and ending point. No other allowance for additional passengers, repairs or vehicle maintenance shall be allowed. The costs of tolls will be reimbursed by the city if receipts are provided. Employees using their own vehicles shall accept personal liability for any damage or injury occurring as a result of that use.

### E. Miscellaneous Items and Restrictions

1. The City will pay directly to the employee the projected costs for transportation to and from KCI airport using City Hall as the starting and ending point. Other associated costs, such as parking, will be reimbursed with actual receipts. Employees are also entitled to be reimbursed for transportation expenses incurred upon arrival and departure of destination city on a travel day or conference day for



## PP931 Travel Policy

necessary travel. Reimbursement can also be requested for taxi fares, to and from a restaurant for both lunch and dinner. A receipt must be submitted for reimbursement.

2. Employees who travel will not be reimbursed for personal phone calls.
3. If City employees travel early or stay later for personal reasons not related to City business, either prior to or after approved conference, all lodging and excess travel costs shall be paid for by the employee. No per diem rates shall be granted for days other than conference days, travel days, and days approved for conducting official City business.
4. Employees who wish to personally pay for the cost of items covered by this policy that are incurred as a result of overnight travel may do so. Reimbursement will only occur after completion, submittal and approval of a travel authorization form.
5. Consideration must be given to the most economical location for conferences or seminars, which are offered in various cities.
6. Charges for baggage not included in the initial airfare are reimbursable if baggage is used for official business.
7. Purchases of services such as internet and office supplies are reimbursable when required for official business while in travel status.
8. The costs of alcoholic beverages will not be reimbursed by the City.

### F. Unforeseen Delays

If travel is extended due to unforeseen circumstances such as flight delays, the City will pay for any additional costs incurred. The employee may charge these additional costs to their purchasing card as long as the costs are allowable costs per the City's purchasing card policy.

### G. Cancellation

In the event an employee is unable to complete their travel after arrangements have been made they should try and find an alternate attendee. If no alternate attendee can be found, they should make every effort to cancel and have refunded any funds committed to their accommodations [hotel, conference registrations, and airfare less cancellation fees] as soon as possible. If cancellation is not possible, the employee may be responsible for reimbursing the City for any forfeited fees with ownership of the ticket or reservation, if available, being transferred to the individual.

## VI. PROCEDURES

### A. Approval and Payment

A Travel Authorization Form shall be completed by the employee and approved by the appropriate Department Manager or designee. Department Managers should forward their request forms through the City Administrator or designee.

1. All completed and approved travel forms shall be submitted to the Finance Department at least fourteen [14] days in advance of travel to calculate and prepare per diem payment.
2. Advance payment for registrations, airline tickets, and lodging expenses, etc., should be paid directly by the City. Whenever traveling within Kansas, advance arrangements should be made whereby lodging costs will be paid directly by the City to avoid sales tax [if possible].
3. Employees seeking post-travel reimbursement for authorized travel expenses must submit the appropriate forms and documentation to their Department Manager or designee within ten [10] working days of their return.



**City Council Policy: PP930 - ~~EXPENSE~~ ELIGIBLE EXPENSES AND REIMBURSEMENT**

**Effective Date: November 18, 1996**

**Amends: PP330PP930 - EXPENSE REIMBURSEMENT, November 18, 1996**

**Approved By:**

**I. SCOPE**

**A.** This policy applies to all expenses approved for the purpose of city business and reimbursement.

**II. PURPOSE**

**A.** To provide regulations for the administration of expense reimbursement city expenses incurred by employees, appointed officials and elected officials.

**III. RESPONSIBILITY**

**IV. DEFINITIONS**

- 1. Metropolitan Area: The nine county Kansas City metropolitan area served by the Mid-America Regional Council (MARC) comprised of the Missouri counties of Platt, Clay, Ray, Jackson and Cass and the Kansas counties of Leavenworth, Wyandotte, Johnson and Miami.**
- 2. Supervisor: For employees, supervisor is their Department Manager or designee. For appointed and elected officials, supervisor is the Mayor or designee.**

**V. POLICY**

**A.** An employee, appointed official or Cityelected official who has approved out-of-pocket expenses while performing City business will be reimbursed according to this policy. Eligible expenses must be a necessary function of city business, reported in detail and approved by a supervisor.

**B.** A City employee or elected official who incurs expenses on City business will be reimbursed for reasonable expenses provided the expenses are reported in detail and are approved by the individual's department head, City Administrator or the Mayor.

- 1. All out-of-pocket eligible expenses must be supported with a valid receipt and explanation of the nature of the expense.**
- 2. Personal auto mileage must be reported based upon the speedometer readings of the with date, purpose and actual mileage miles driven.**
- 3. A detailed accounting of eligible expenses prepared after completion of a trip or local City business must be submitted by the person incurring expenses. It must be and approved by the department head, Mayor or City Administrator individual's supervisor before a reimbursement check will be drawn issued.**

**C.4. Expenses Incurred in within the City or Kansas City Metropolitan Area**

- 1.a.) Reimbursable local expenditures including are mileage, meals, parking and the like registration fees and must be reported in detail with receipts for all expenses.**
- 2. Personal auto mileage will be based on actual speedometer readings.**
- 3. A detailed accounting is required before a reimbursement check will be drawn.**
  - b.) Meals included in registration or program fees will be paid for by the City. Meals not included in registration or program fees are not eligible expenses when traveling within the metropolitan area.**

**D.5. Expenses Incurred Outside the Metropolitan Area Without an Overnight Stay**

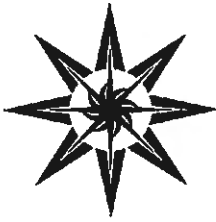
- 1.a.) All trips for City business out of the metropolitan area but not requiring an overnight stay must be approved, in advance, by the person's a supervisor if reimbursement is desired.**
- 2.b.) The City will pay reasonable expenses for lodging, meals, transportation, incidental expenses, tolls and registration fees and the like; they must be only if reported in detail with a receipt.**
- 6. However, reimbursement will not be made for expenses above what, in Expenses Incurred Outside the judgment Metropolitan Area Which Require an Overnight Stay**
  - a.) Expenses incurred by employees on city business outside of the official reviewing metropolitan area that require an overnight stay are covered by PP931 - TRAVEL POLICY.**
  - 3.b.) For appointed and elected officials, PP930 - EXPENSE REIMBURSEMENT applies to expenses incurred on city business outside the expense report, constitutes metropolitan area that requires an**

## PP020 Recruitment and Selection

~~overnight stay. The City will pay reasonable expenses necessary to provide reasonably comfortable accommodations, for meals and transportation, considering the local conditions and tolls and registration fees only if reported in detail with a receipt.~~

- ~~4. Personnel may receive an advance payment of \$30.00 per day for food while out of the City with the requirement to provide receipts.~~
  - ~~a.) This procedure cannot be used when a meal or meals are included in other costs.~~

### VI. PROCEDURES



## COMMUNICATIONS COMMITTEE

Communications Committee Meeting Date: February 8, 2011  
Council Meeting Date: February 22, 2011

### COU2011-07: Consider PV Magazine

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#### RECOMMENDATION

Communications Committee recommends the Governing Body approve an agreement with Metro Media for the production, printing and mailing of 2 issues of the Prairie Village Magazine for 2011 and \$11,000 for mailing costs.

Staff recommends two actions to generate revenue in order to off-set the costs for the Prairie Village Magazine.

1. Delete Prairie Village Municipal Code Chapter 5-109 - Applicable Classifications which stipulates that if a business qualifies for more than one license classification, the business will only pay the fee for the highest classification.
2. Increase Fees for the following licenses: Admin-Retail, Arborist Pesticide, Home Occupation, Security, Solid Waste and Tow. (See attached fee schedule changes).

#### BACKGROUND

Metro Media approached the City regarding the creation of a PV Magazine. This would be similar to the publication produced for the City of Mission. Currently, Metro Media publishes the Mission Magazine 5 times per year for the City of Mission. It is paid for by the Mission Convention & Visitors Bureau. Originally, it was printed in addition to the Mission City newsletter. They have now incorporated their newsletter into the magazine. (Sample Enclosed).

The PV magazine will be printed in addition to the 6 issues of the Village Voice. The magazine would provide the City the opportunity to feature stories about residents, businesses or events in the City that are not appropriate for the Village Voice. It would also provide an opportunity for businesses to advertise directly to residents. The Northeast Johnson County Chamber of Commerce would include it in their relocation packets.

Metro Media would be responsible for writing, design, layout, selling advertisements, printing and mailing. The City would be responsible for providing story ideas, reviewing/editing each issue and endorsing the project. The City would also be responsible for paying \$3,500 per issue and covering the mailing costs which are estimated at \$2,000 per issue. The magazine would be mailed to every resident in the City and copies would be provided to the businesses in the shopping centers. The magazine will include a 50/50 split of content and advertising. Advertisements are sold in quarter-page, half-page and full-page.

## FUNDING SOURCES

The magazine is not budgeted for 2011. Alternative funding sources for this year would need to be identified. Staff proposes the following changes to generate revenue for future years.

1. **Delete Prairie Village Municipal Code Chapter 5-109 - Applicable Classifications** which stipulates that if a business qualifies for more than one license classification, the business will only pay the fee for the highest classification.

For instance Administrative-Retail Businesses that also obtain a Drinking Establishment License currently pay \$250 for the Drinking Establishment License and deduct \$250 from the Administrative-Retail Business License fee. Removing this section of the Municipal Code would allow staff to collect fees for each license type and would result in approximately \$6,100 in revenue. (See attached schedule).

2. **Increase Fees for the following licenses by \$5:**

License Type	Current Fee	Proposed Fee	Total # of Licenses
Arborist-Pesticide	\$65	\$70	46
Home Occupation Security	\$50	\$55	282
Solid Waste Com	\$100	\$105	2
Tow	\$125	\$130	3
	\$100	\$105	10

3. **Increase Fees for the following licenses by 2%:**

License Type	Current Fee	Proposed Fee	Total # of Licenses
Admin-Retail	varies by sq ft	varies by sq ft	455

The changes will result in approximately \$11,200.

## ATTACHMENTS

1. Ordinance - PVMC 5-109 changes
2. Fee Schedule
3. Copy of Mission Magazine - visit [www.mission-ks.org](http://www.mission-ks.org)

## PREPARED BY

Jeanne Koontz  
Deputy City Clerk  
February 15, 2011

ORDINANCE \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 5 OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "BUSINESS REGULATIONS" BY REPEALING THE EXISTING ARTICLE 1, SECTION 109 "APPLICABLE CLASSIFICATIONS"**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:**

**Section I.**

The existing Chapter 5, Article 1, Section 109 of the Prairie Village Municipal Code, 2003, entitled "Applicable Classifications" is hereby repealed.

**Section II.**

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
Mayor Ronald L. Shaffer

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Catherine P. Logan, City Attorney

Current Amt	2% inc.	Total Payment	# of Licenses	Revenue Generated
\$ 65.00	\$ 1	\$ 66	91	\$ 91
\$ 84.00	\$ 2	\$ 86	82	\$ 164
\$ 138.00	\$ 3	\$ 141	139	\$ 417
\$ 193.00	\$ 4	\$ 197	46	\$ 184
\$ 221.00	\$ 4	\$ 225	25	\$ 100
\$ 276.00	\$ 6	\$ 282	21	\$ 126
\$ 386.00	\$ 8	\$ 394	23	\$ 184
\$ 525.00	\$ 11	\$ 536	8	\$ 88
\$ 689.00	\$ 14	\$ 703	4	\$ 56
\$ 966.00	\$ 19	\$ 985	6	\$ 114
\$ 1,240.00	\$ 25	\$ 1,265	1	\$ 25
\$ 1,516.00	\$ 30	\$ 1,546	1	\$ 30
\$ 1,791.00	\$ 36	\$ 1,827	1	\$ 36
\$ 2,069.00	\$ 41	\$ 2,110	0	\$ -
\$ 2,481.00	\$ 50	\$ 2,531	4	\$ 200
			\$	1,522
			\$	3,337

3 Licenses are charged at 4.5% per sq ft - increase to 5% per sq ft

<b>License Type</b>	<b># of Licenses</b>	Price per issue	\$ 3,500.00
Arborist	23	Mailing per issue	\$ 2,000.00
Home Occ	282	<b>Total Cost per issue</b>	<b>\$ 5,500.00</b>
Pesticide	33		
Security	2	<b>Surcharge</b>	
Solid Waste	3	<b>Amend PVMC 5-109</b>	<b>\$ 6,149.00</b>
Tow	10	\$ 5.00	\$ 1,765.00
<b>Total of Licenses</b>	<b>353</b>	Admin/Retail	\$ 3,336.79
		<b>Issues per year</b>	<b>\$ 2.05</b>



**PRAIRIE VILLAGE FEE SCHEDULE  
(REVISED 6/21/2010)**

<u>Type of Fee</u>	<u>Cost</u>	<u>Code Ref/adoption Date</u>
<b>LICENSES</b>		
ADMINISTRATIVE	SEE SCHEDULE 1	PVMC 5-106—7/21/08
RETAIL	SEE SCHEDULE 1	PVMC 5-106—7/21/08
MASSAGE THERAPY	\$ 40	PVMC 5-504—9/18/06
FAMILY DAYCARE	\$ 40	PVMC 19.34.015—7/21/08
<b>HOME OCCUPATION</b>	<b>\$ 55</b>	<b>PVMC 5-106—7/21/08</b>
NON-DOMICILED	\$ 65	PVMC 5-106—8/18/08
<b>TREE TRIMMER</b>	<b>\$ 70</b>	<b>PVMC 5-106—8/18/08</b>
<b>PESTICIDE</b>	<b>\$ 70</b>	<b>PVMC 5-106—08/18/08</b>
RENTAL PROPERTY HOUSES	\$ 75	PVMC 5-107—08/18/08
APARTMENTS	\$ .01 per sq. foot	(\$75 minimum)—08/18/08
TOW LICENSE	\$250	Council Action – 06/21/10
<b>TOW LICENSE RENEWAL FEE</b>	<b>\$105</b>	<b>Council Action – 06/21/10</b>
<b>SOLID WASTE LICENSE</b>		
<b>COMMERCIAL</b>	<b>\$ 130</b>	<b>PVMC 15-313</b>
<b>RESIDENTIAL</b>	<b>\$ 65</b>	<b>PVMC 15-313—08/18/08</b>
+ PER TRUCK	\$ 30	<b>&amp; 15-313—08/18/08</b>
<b>EXEMPTION FEE PER HOUSEHOLD</b>	<b>\$6.43 (BY FEB.1)</b>	<b>Council Action-06/21/10</b>
<b>SOLID WASTE SERVICES</b>	<b>\$200.74/annual</b>	<b>Council Action 06/21/10</b>
<b>ADULT ENTERTAINMENT LICENSES</b>		
ADULT ENTERTAIN – BUSINESS	\$ 250	PVMC 5-604--5/16/94
ADULT ENTERTAIN - MANAGER'S	\$ 20	PVMC 5-604--5/16/94
ADULT ENTERTAINER'S LICENSE	\$ 20	PVMC 5-604--5/16/94
ADULT ENTERTAIN - SERVER'S	\$ 20	PVMC 5-604--5/16/94
<b>AMUSEMENT DEVICES</b>		
ARCADE LICENSE	\$ 350 per device	PVMC 5-304--9/3/91
DISTRIBUTOR	\$ 210 + device fees	PVMC 5-304--9/3/91
<b>TELECABLE APPLICATION FEE</b>	<b>\$9,600</b>	<b>Council Action 6/19/2000</b>
<b>TELECOMMUNICATION</b>		
APPLICATION FEE	\$1,000	Council Action 3/15/04
<b>SOLICITATION PERMIT</b>	<b>\$ 12 per solicitor/Per Day</b>	<b>PVMC 5-204— 08/18/08</b>
<b>FIREWORKS PERMI</b>	<b>\$ 10</b>	<b>PVMC 7-305--10/3/88</b>
<b>SECURITY POLICE</b>		
<b>SERVICE/COMPANY LICENSE</b>	<b>\$ 105</b>	<b>PVMC 5-404—08/18/08</b>
AGENT FEE	\$ 25 per agent	PVMC 5-404—08/18/08

SCHEDULE 1

Revised 07/21/2008

**RETAIL AND ADMINISTRATIVE OFFICE LICENSE FEES**

Any person engaged in any type of business or profession that leases or is zoned either C-0, C-1, C-2 or "planned business district" shall pay an occupational fee computed on the basis of interior space footage of said leased or owned space, which fee shall be computed as follows:

0	--	499	\$	66
500	--	999	\$	86
1,000	--	1,999	\$	141
2,000	--	2,999	\$	197
3,000	--	3,999	\$	225
4,000	--	4,999	\$	282
5,000	--	7,499	\$	394
7,500	--	9,999	\$	536
10,000	--	14,999	\$	703
15,000	--	19,999	\$	985
20,000	--	24,999	\$	1265
25,000	--	29,999	\$	1546
30,000	--	34,999	\$	1827
35,000	--	39,999	\$	2110
40,000	--	59,999	\$	2531
60,000 AND OVER			\$	.050 per sq. foot

**\* a late fee of 10% will be assessed each month the license is delinquent.**

The above schedule shall be used on total square feet of space regardless of use; provided, however, that basement or second-story space that is used exclusively as storage or utility space shall be excluded in determining the total square feet of space.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
February 22, 2011  
7:30 p.m.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. RECOGNITION of Dr. Bob Fry of Fry Orthodontic Specialists as a new business
- V. PUBLIC PARTICIPATION
- VI. 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 - February 7, 2011
- 2. Approve Claims Ordinance 2880
- 3. Approve recreation contracts with Johnson County Parks and Recreation District for Learn to Swim, Pool Usage and Day Camp
- 4. Approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2011 Minor Home Rehabilitation Program

**VII. MAYOR'S REPORT**

**VIII. COMMITTEE REPORT**

**Council Committee of the Whole**

**COU2011-05 Energy Measures & Geothermal System Project for the municipal complex**

**COU2011-05 Public Projects Grant award agreement between the Kansas Corporation Commission and the City of Prairie Village**

**IX. STAFF REPORTS**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

**XII. ANNOUNCEMENTS**

**XIII. 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**

**February 22, 2011**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
February 7, 2011**

The City Council of Prairie Village, Kansas, met in regular session on Monday, February 7, 2011, at 7:30 p.m. 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 and David Belz.

Also present were: Wes Jordan, Chief of Police; Capt. Tim Schwartzkopf; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Chris Engel, Assistant to the City Administrator ; Nic Sanders, Human Resources Specialist and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC PARTICIPATION**

Rayko Zlateff, 2230 West 79<sup>th</sup> Street, noted that he had spoken earlier with Public Works Director Bruce McNabb and with Keith Bredehoeft regarding his concerns with the proposed Cambridge Street and Weltner Park projects related to the realignment of streets and proposed trail for the park. He also expressed concern with the amount of money spent on Franklin Park improvements, questioned why police officers do not wear reflective vests or jackets in the evening and concern with bikers and walkers on Nall and other streets.

## PRESENTATION

Chief Wes Jordan called upon Devin Mundy and presented a certificate of recognition for reporting a residential burglary in process on November 23, 2010 and his assistance in the apprehension of the burglary suspects. David Belz expressed his appreciation and pride in Mr. Mundy's actions in looking out for his neighbors.

## CONSENT AGENDA

Charles Clark moved the approval of the Consent Agenda for February 7, 2011:

1. Approve Regular Council Meeting Minutes - January 18, 2011
2. Ratify the Mayor's appoints of Ian Arnold and Ryan Westhoff to serve on the Prairie Village Arts Council with terms expiring in April, 2013
3. Approve amendments to the Records Retention Schedule
4. Approve the 2011 Aquatic Examiner Contract with American Red Cross
5. Approve an amendment to CP046 "Reservation of Facilities" and related fees
6. Approve an agreement by and among the City of Prairie Village, Kansas; The City of Merriam, Kansas; The City of Fairway, Kansas; The City of Roeland Park, Kansas and Johnson County Parks and Recreation District for use of swimming pool facilities.
7. Approve holding 2011 recreation fees at the 2010 level with the following exception: Non-Resident Family - \$250.00 and Non-Resident Individual - \$150.00

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

## MAYOR'S REPORT

Mayor Shaffer reviewed the several activities and events he attended during the past weeks representing the City, including the inaugural meeting earlier this evening of the Johnson County Charter Commission, a 25 member task force charged with reviewing the Johnson County Charter. Other events included the Prairie Village Legislative breakfast and Council worksession, memorial service for Marge Franklin

(wife of former Mayor Bill Franklin), Shawnee Chamber Annual Dinner, several Northeast Johnson County Events including the State of the Cities and Leadership Northeast Program. He toured Raytown School District gathering information on their geothermal installation, visited with the consultant for the community center , attended Villagefest Committee meeting and MARC meetings.

## **STAFF REPORTS**

### **Public Safety**

- Chief Jordan reported on the successful Code Red message that was sent regarding the snow storm last week to 11,000 phone numbers within 15 minutes.
- Unfortunately, the City had a snow related death of an elderly resident from shoveling snow.
- Chief Jordan stated he had spoken with two homes associations regarding the City's crime prevention efforts and recent burglaries. He hopes to speak with more homes associations.
- The Citizens Police Academy will begin on Wednesday, February 9<sup>th</sup>.
- Chief Jordan thanked the Public Works Department for the use of PW trucks during the snow storm as they had difficulties travelling the roads in their vehicles.

Al Herrera noted the increase in crime statistics and asked if Chief needed more officers. Wes Jordan stated they are currently conducting a comparison study of staffing levels to crime levels and would address this issue with the Council when it is completed. Chief also addressed questions on the seizure of property and restitution report distributed to the Council.

### **Public Works**

- Bruce McNabb stated his department had received several positive comments on their snow removal efforts last week and stated the residents' response to the Code Red message in moving cars off the street had a positive impact in the crews' ability to remove snow quickly. The official snow total for Prairie Village was 12 inches with an estimated cost for removal of \$22,500.
- The Nall Avenue project being administered by Mission has received several bids lower than the engineer's estimate and will be awarding the contract soon.
- Bruce confirmed the City's salt supply is in good shape.

### **Administration**

- Dennis Enslinger distributed a letter from Johnson County Wastewater regarding their pilot project for infiltration within the City.
- The February Art exhibit opening reception will be Friday, February 11<sup>th</sup>.
- During the last snow event several complaints were received regarding sidewalks not shoveled. He is particularly concerned with sidewalks on commercial

properties and will be contacting commercial property owners regarding violations.

- City Hall Day will be Wednesday, February 9<sup>th</sup> in Topeka.
- Chris encouraged council members to attend the NE chamber legislative breakfast series noting Prairie Village representatives will be speaking on February 26<sup>th</sup>, March 12<sup>th</sup> and April 16<sup>th</sup>.
- Katie Logan reported the briefs have been filed on the lawsuit involving the charter ordinance and the challenge of the earlier ruling.
- Quinn Bennion provided an update on the Finance Director search, noting several qualified applications have been received and a selection committee formed.
- There will be follow-up information on the website and sent to the media regarding the Council worksession and the status of city infrastructure.

### **COMMITTEE REPORTS**

#### **COU2010-60 Consider Approving updates to the City's Information Technology Usage policies for Employees and Records Management policy**

Nic Sanders presented a revised amendment to the City's Information Technology Usage policy which 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 and appointed officials are clearly stated in the updated Policy along with appropriate standards for legal compliance. The Policy also includes disciplinary measures for employees who violate the policy and misuse City equipment and resources.

Mr. Sanders stated staff and the City Attorney have created a separate Information Technology User Agreement for all other users, including council members, of the City's systems or equipment, including the Governing Body, consultants, agents, and volunteers. The agreement will be signed at the time of use or checkout and is narrower in scope than the Personnel Policy.

Because of the proposed changes to the Policies, the City's Records Management Policy will need to be revised to include those related items as requested



by the City Attorney. Both Information Technology Usage Policies and the Records Management Policy have been reviewed by legal counsel.

Quinn Bennion stated the Council would take action on these revisions at the February 22<sup>nd</sup> City Council meeting.

### **OLD BUSINESS**

There was no Old Business to come before the Governing Body.

### **NEW BUSINESS**

Al Herrera asked for an update from the Community Center Committee. David Belz responded the committee is waiting for 360 Architects to bring back to the committee possible scenarios. These will be brought to the Council for consideration and action. Mr. Belz stated the committee would not be making a recommendation, but was formed to be an instrument for gathering information.

### **ANNOUNCEMENTS**

#### **Committee meetings scheduled for the next two weeks include:**

Communications Committee	02/08/2011	5:30 p.m.
Park & Recreation Committee	02/09//2011	7:00 p.m.
Sister City Committee	02/14/2011	7:00 p.m.
Prairie Village Arts Council	02/16/2011	7:00 p.m.
Council Committee of the Whole (Tuesday)	02/22/2011	6:00 p.m.
City Council (Tuesday)	02/22/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Jon Freeman in the R.G. Endres Gallery for the month of February. The artist reception will be held on Friday, February 11<sup>th</sup> from 6:30 to 7:30 p.m.

The City offices will be closed Monday, February 21, 2011 in observance of Presidents' Day. Deffenbaugh does not observe this holiday so recycling and solid waste pick-up will be on the normal schedule.

The annual large item pick-up has been scheduled. Homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street will be collected on Saturday, April 30<sup>th</sup>. Homes south of 75<sup>th</sup> Street will be collected on Saturday, May 7<sup>th</sup>.

The 50<sup>th</sup> 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 8:20 p.m.

Joyce Hagen Mundy  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

February 21, 2011

**Copy of Ordinance  
2880**

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
<b>EXPENDITURES:</b>			
Accounts Payable			
96510-96616	1/7/2011	227,027.06	
96617-96620	1/14/2011	7,677.54	
96621-96735	1/21/2011	326,895.27	
96736-96740	1/25/2011	98,962.17	
Payroll Expenditures			
1/14/2011		263,575.38	
1/28/2011		247,534.93	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		787.04	
Intrust Bank - fee		362.28	
KCP&L		7,981.15	
Wageworks - Section 125 admin fees		267.92	
Intrust Bank - purchasing card transactions		14,844.10	
Kansas Gas		1,144.80	
Marshall & Ilsley - Police Pension Remittance		8,134.33	
State Sales Tax Quarterly		-	
<b>TOTAL EXPENDITURES:</b>			\$ 1,205,193.97
Voided Checks			
Ruth Gold	# 96542	(1,960.00)	
<b>TOTAL VOIDED CHECKS:</b>			(1,960.00)
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,203,233.97</b>

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

Passed this 21st day of February 2011.

Signed or Approved this 21st day of February 2011.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Mayor



## ADMINISTRATION

Council Meeting Date: February 22, 2011

Consent Agenda - Consider Recreation Contracts with Johnson County Parks and Recreation District

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### RECOMMENDATION

Staff recommends the approval of the recreation contracts with Johnson County Parks and Recreation District.

### BACKGROUND

The City has contracted with JCPRD for over ten years to provide swim lessons and exercise classes at the municipal pool complex. In addition to these classes JCPRD also administers a daycamp at the Harmon Park pavilion that includes attendance at the pool three days a week. The attached contracts are similar to ones signed in the past.

### FINANCIAL IMPACT

There are no direct costs to the City in administering these contracts outside of normal park/pool maintenance costs and minimal administrative staff time. The service providers directly charge and collect fees of which a portion is passed on to the City to cover the above costs.

### ATTACHMENTS

Learn to Swim, Pool Usage and Day Camp agreements.

### PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 2/8/11

**DRAFT**  
**2011 CITY OF PRAIRIE VILLAGE DAY CAMP AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2011 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as the JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of children; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the "Park", and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the "Pool"; and

WHEREAS, JCPRD desires to obtain permission of the City to operate a summer day camp program at the Park and to lease from the City the right to use parts of the Pool and the Park in program activities and the City is willing to lease the Park and parts of the Pool to JCPRD; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the \_\_\_\_ day of \_\_\_\_\_, 2011; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2011.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. JCPRD shall have access to and the use of the Park, including its shelter, restroom and playground facilities, and the Pool for the terms, times and use as mutually agreed upon herein.
2. Duration of Agreement and Termination. This Agreement shall be in effect from **May 25, 2011** through the period ending **August 5, 2011** provided that this Agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this Agreement; further provided that if the City or District shall fail or refuse to comply with any of the obligations or provisions herein agreed, the non-defaulting party shall have the right to notify the defaulting party in writing of such default; and if the

defaulting party so notified shall remain in default for 10 days thereafter, the non-defaulting party may elect to cancel this Agreement immediately thereafter.

3. No Legal Entity Created. There will be no separate legal entity created under this Agreement.
4. Purpose of the Agreement. The purpose of this Agreement is to allow JCPRD to operate a summer day camp at the Park and for the City to lease to JCPRD the right to use the Park and parts of the Pool as hereinafter set forth in operating JCPRD's day camp activities.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the day camp program.
6. Acquisition Holding and Disposal of Property. The Park and Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Park or Pool except as otherwise provided in this Agreement. Any equipment used in the Park or Pool will either be owned by the City or JCPRD. No equipment is to be jointly owned. In the event that this Agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this Agreement.
7. Administration of Program. The day camp program shall be administered, staffed and operated solely by JCPRD.
8. Responsibilities

JCPRD:

- a. Shall operate a fully licensed day camp program for children, ages 5 – 10. It is the responsibility of JCPRD to ensure the program meets all licensing requirements established by the Kansas Department of Health and Environment.
- b. Shall pay the City a shelter rental fee for each day or part of a day of Park usage at a rate of \$20 per day.
- c. Shall pay the City a Pool usage fee for each day of Pool usage. The fee for day camp attendance will be \$4.50 per person per visit and must be paid in advance on dates listed in the Agreement in accordance with Prairie Village Council Policy #620. Pool usage will be as approved by the pool manager.
- d. Shall provide the City an annual report that includes the number of camp participants and a zip code summary of where they reside no later than September 30, 2011.

- e. Will make arrangement to transport participants to another location, not the Municipal Building, when there is inclement weather. City property may be used if necessary during tornado warnings or lightning storms.
- f. Shall provide an adequate number of supervisors at all times to operate the program with at least one adult on the site to manage the staff and program.
- g. Will provide supervised activities to interest the campers.
- h. Will provide trash containers and on each day of camp will collect trash created by participants in and around the facility and deposit in the City's trash dumpster.
- i. Will provide a telephone to eliminate use of City telephones.
- j. Will repair and/or replace property or equipment damage that is directly attributed to participants and/or District staff while the program is in session. This will be required to meet the standards of the City.
- k. Will provide locked storage box to be located in the Park shelter for the storage of camp supplies.
- l. Will provide refrigerator to be located in the Prairie Village Community Center for storage of participant lunches.

The City:

- a. Shall provide JCPRD exclusive use of the park shelter from 7:00 a.m. to 5:30 p.m., each Monday through Friday, from May 31, through August 5, 2010 except as otherwise provided herein.
- b. Shall provide JCPRD with exclusive use of the Park Shelter on Wednesday, May 25, 2011, from 10:00 a.m. to 8:00 p.m. for parent orientation.
- c. Shall provide JCPRD with entrance to the Pool per a schedule to be approved by the Pool manager on behalf of the City at the beginning of the swim season.
- d. Shall allow JCPRD to park a school bus in the south Harmon Park parking lot when not in use for participant transportation from May 31 through August 5, 2011.
- e. Shall allow JCPRD use of the Prairie Village Community Center between the hours of 7:00 a.m. – 5:30 p.m., Monday-Friday, from May 25 through August 5, 2011 as an inclement weather location on an as needed (by JCPRD) and as available (by City) basis. The rental fee for the facility is

covered by the shelter rental fee established in Section 8b and reservation of the facility will be made no more than 24 hours in advance.

9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement, provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage incurred by JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This Certificate of Insurance shall list the City of Prairie Village as an additional insured. The Certificate of Insurance shall list the following insurance coverage:

Commercial General Liability:	
General Aggregate	\$2,000,000
Products and Complete Operations	\$2,000,000
Personal and Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes

12. Miscellaneous Provisions
  - a. JCPRD shall pay to the City shelter rental on or before September 30, 2011.
  - b. JCPRD shall pay to the City Pool fees in two installments, based on usage from May 31 through June 30 (first payment) and from July 1 through August 4 (second payment), upon receipt of invoice by the City.
  - c. Residents of the City shall have permission to use the shelter during camp hours when JCPRD program is off-site for field trips. JCPRD shall provide the City with a notice of off-site scheduling on first day of each week.



- d. All surface cleaning in the Park shelter and restroom shall be the responsibility of JCPRD. Trash removal of general Park trash from containers and general maintenance shall remain the responsibility of the City.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and District, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written Agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park and the Pool at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
16. Nonassignability of Agreement. This Agreement shall not be assigned, transferred, or sold, nor the premises and facilities, in whole or part, except with the express written consent of the City.
17. Non-Discrimination Clause. JCPRD shall comply with all applicable state and federal laws in carrying out this Agreement. In connection with the performance of this Agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any state or federal law, or discriminated against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of this Agreement and the City may cancel, terminate or suspend this agreement in whole or in part, pursuant to the terms contained in paragraph 2.

The parties do not intend this provision to subject any party to liability under any state or federal law unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald L. Shaffer, Mayor

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF PARK  
AND RECREATION COMMISSIONERS

\_\_\_\_\_  
Date

\_\_\_\_\_  
George J. Schlagel, Chair

ATTEST:

\_\_\_\_\_  
Steve L. Baru, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bill Tuley, District Legal Counsel

The following is list of dates and times the 2011 Summer Escapades Camp run by Johnson County Park and Recreation District would like the use of the large pavilion at Harmon Park:

Day	Date	Time	Use
Wednesday	May 25	6:00 p.m. - 8:00 p.m.	Set-up / Parent Orientation
Thursday-Friday	May 26 & 27	8:00 a.m. - 5:00 p.m.	Set-up
Tuesday-Friday	May 31- June 3	7:00 a.m. - 5:30 p.m.	Day Camp
Monday,-Friday	June 6 - June 10	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 13 - June 17	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	June 20- June 24	7:00 a.m. - 5:30 p.m.	Day Camp
Monday, Thursday	June 27-July 1	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 5 – July 8	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 11- July 15	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 18 - July 22	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	July 25 – July 29	7:00 a.m. - 5:30 p.m.	Day Camp
Monday-Friday	August 1- August 5	7:00 a.m. - 5:30 p.m.	Day Camp

The following is list of dates and times the 2011 Summer Escapades Camp run by Johnson County Park and Recreation District would like to swim at the Prairie Village Pool:

Day	Date	Time
	<b>May</b>	<b>1-3:30 p.m. on all dates</b>
Tuesday	31	
	<b>June</b>	
Wednesday	1	
Thursday	2	
Tuesday,	7	
Wednesday,	8	
Thursday	9	
Tuesday	14	
Wednesday	15	
Thursday	16	
Tuesday,	21	
Wednesday	22	
Thursday	23	
Tuesday	28	
Wednesday	29	
Thursday	30	
	<b>July</b>	
Tuesday	5	
Wednesday	6	
Thursday	7	
Tuesday	12	
Wednesday	13	
Thursday	14	
Tuesday	19	
Wednesday	20	
Thursday	21	
Tuesday	26	
Wednesday	27	
Thursday	28	
	<b>August</b>	
Tuesday	2	
Wednesday	3	
Thursday	4	

**Johnson County Park and Recreation District  
Learn to Swim Program  
2011 Participation Agreement**

As a Community Service, the Johnson County Park and Recreation District (JCPRD) agrees to provide the Learn to Swim program for the City of Prairie Village (the City). The program will be held at the Prairie Village Pool Complex at 7711 Delmar in Prairie Village, Kansas.

1. The Johnson County Park and Recreation District will provide:
  - The Learn to Swim Program.
  - Private/Semi Private Lessons
  - The scheduling for the lessons in the program.
  - Sufficient certified staff.
  - A staff member to monitor and control the entrance.
  - Promotion of the program.
  - Registration of the participants.
  - Equipment needed for the program.
  - Emergency action plans and first aid kit.

The City of Prairie Village will provide a temporary barrier at the entrance to assist staff in the control of patrons at the entrance.

2. The Johnson County Park and Recreation District will have use of the facility beginning June 6, 2011 and ending August 5, 2011. Morning lessons will be held in the Yard Pool and Diving Well until 11 a.m. and at 11 a.m. in the Splash Down Pool and the Meter Pool (there will be no diving or deep water skills during the evening). Exceptions can be made at the discretion of the City Management. The Adult Pool is off-limits during lessons.
  - Lessons offered Monday through Thursday, with Fridays to be held for make up and training days as needed.
  - Morning lessons held between 9 a.m. – 12 p.m. Session dates:
    1. June 6 – June 9
    2. June 13 July 16
    3. June 20 – June 30
    4. July 11 – July 21
    5. July 25 – August 4
  - Evening lessons held between 5:00 p.m. and 6:45 p.m. Session dates:
    1. June 6 – June 9
    2. June 13 – July 16
    3. July 20 – July 30
    4. July 11 – July 21
    5. July 25 – August 4

3. The Johnson County Parks and Recreation District courses offered:
  - Parent & Child Level 1 & 2
  - Pre-school Levels 1, 2, & 3. Level 1: Water Exploration (ages 4 & Up)
  - Level 2: Primary Skills (ages 5 & Up)
  - Level 3: Stroke Readiness (ages 5 and older)
  - Level 4: Stroke Development (ages 5 and older)
  - Level 5: Stroke Refinement (ages 5 and older)
  - Level 6 Skill Proficiency (ages 5 and older)
  - Level 6: Fitness Swimmer (ages 6 and older)
  - Level 6: Fundamentals of Diving (ages 6 and older)
  - Level 6: Personal Water Safety (ages 5 and older)
  - Adult Lessons
  - Private Lessons (to be held during group lesson times only)
  
4. Course Fees will be:
  - 4-30 Minutes Sessions:
    - \$32 Learn to Swim per Session (Johnson County Resident)
    - \$36 Learn to Swim per Session (Non-Johnson County Resident)
  - 6-30 Minutes Sessions:
    - (Eight days are scheduled with two makeup days built in.)
    - \$48 Learn to Swim per Session (Johnson County Resident)
    - \$53 Learn to Swim per Session (Non-Johnson County Resident)
    - \$45 for Two-30 minute Private Lessons (Johnson County Resident)
    - \$49 for Two-30 minute Private Lessons (Non-Johnson County Resident)
    - \$55 for Two-30 minute Semi-private Lessons (Johnson County Resident)
    - \$59 for Two-30 minute Semi-private Lessons (Non-Johnson County Resident)
  
5. JCPRD Learn to Swim program will conduct out of the water for days of inclement weather, facility problems, or insufficient staffing.
  
6. JCPRD will establish a routine to take a water test before the use of the pool to check for the chemical balance. This will aid in maintaining safety standards for the participants.
  
7. Non-Discrimination Clause

JCPRD shall comply with all applicable state and federal laws in carrying out this agreement.

In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all state and federal discrimination laws.

JCPRD further agrees not to discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any state or federal law, or has discriminated against any person because of race, religion, color, sex, disability, age, national origin, or ancestry in the admission or access to, or participation or employment in its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under state or federal laws unless it applies.

8. JCPRD shall furnish to the City a valid certificate of insurance providing the following coverage:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

Copies of said policies shall be provided to the City on or before May 31, 2011.

JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.

JCPRD and its employees are independent contractors and are not employees, servants, or agents of the City. JCPRD has the sole responsibility of providing worker's compensation coverage for its employees and the City shall not be responsible for injuries or bodily damage sustained by JCPRD volunteers, employees, representatives and/or staff.

This agreement evidences the entire agreement between parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to the provision of swimming lessons at the Prairie Village Pool Complex.

Changes can be made to any part of this agreement with the consent of both parties. If the agreement is suitable to the parties involved, please sign below.

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Ronald L. Shaffer

JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
Date

\_\_\_\_\_  
George J. Schlagel, Chair

ATTEST:

\_\_\_\_\_  
Steve R. Baru, Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Bill Tuley, District Legal Counsel



**DRAFT**  
**2011 CITY OF PRAIRIE VILLAGE POOL USAGE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of February, 2011 by and between the City of Prairie Village, Kansas, hereinafter referred to as City, and the Johnson County Park and Recreation District, hereinafter referred to as the JCPRD, each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational and social needs of senior citizens; and

WHEREAS, the City owns and operates Harmon Park, hereinafter referred to as the Park, and the Prairie Village Municipal Swimming Pool, hereinafter referred to as the Pool; and

WHEREAS, a coordinated approach to the provision of recreational services to the population is most effective and efficient; and

WHEREAS, co-sponsorship of aquatics programs held at the Pool would ensure a coordinated approach to the provision of the needed services; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2011; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the \_\_\_\_ day of \_\_\_\_\_, 2011.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties agree as follows:

1. JCPRD shall have access to and the use of the Pool for the term, times and use as hereinafter specifically defined.
2. Duration of Agreement and Termination. This agreement shall be in effect from May 31, 2011 through the period ending September 1, 2011 provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this

agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.

3. No Legal Entity Created. There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement. The purpose of this agreement is to facilitate cooperation in the establishment and operation of an aquatics program and to define responsibilities for the operation, finances, publicity, facility maintenance and other matters pertaining to the program.
5. Financing. Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the aquatics program.
6. Acquisition Holding and Disposal of Property. The Pool shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the Pool. No equipment is to be jointly owned. In the event that this agreement is terminated all property shall be returned to the owner agency. The maintenance, repair, replacement and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided by this agreement. The City will permit JCPRD the use of the pool lanes during the Master Swim practice. JCPRD will be responsible for the setup and take down each evening and for any maintenance or repair.
7. Administration of Agreement. JCPRD's aquatics program at the Prairie Village Municipal Swimming Pool shall be known as a co-sponsored program between JCPRD and the City.
8. Responsibilities

The District:

- a. Shall operate an aquatics program for adults 16 and over and senior citizens age 50 or older. Only persons qualified to conduct aquatics programs will be permitted to instruct the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- b. Shall provide an annual report to include the number of programs, the number of people served, the residency of persons served and

inventory of equipment, the class fee structure and other information as may be requested by the City.

- c. Shall provide a printed list, for review and approval by the City, of proposed facility improvements or program enhancements to benefit aquatic program participants utilizing the Prairie Village Swimming Pool.

The City:

- a. Shall provide access to the Pool during the following days and times:
    - 1. Water Exercise (50+) – Mondays and Wednesdays  
5:30–6:30 p.m. June 6 to August 31, 2011
    - 2. Master’s Swim Workouts – Monday through Thursday  
6:30–8:00 p.m. May 31 to September 1, 2011
9. Indemnification. JCPRD agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of JCPRD’s or any of its agents’, servants’, and/or employees’ negligent acts and/or failures to act in the performance of this agreement provided, however, that in no event shall the JCPRD be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101, et seq., and amendments thereto.
10. Disclaimer of Liability. The City shall not be liable or obligated to JCPRD for damage insured to JCPRD upon the premises by fire, theft, casualty, acts of God, civil disaster and such other occurrences and events beyond the control of the City.
11. Insurance. JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured. The Certificate shall list the following insurance coverage:
- |  |             |
|--|-------------|
| Commercial General Liability               |             |
| General Aggregate                          | \$2,000,000 |
| Products                                   | \$2,000,000 |
| Personal and Advertisement Injury          | \$ 500,000  |
| Personal & Advertisement (each occurrence) | \$ 500,000  |
| Fire Damage                                | \$ 300,000  |

Workers Compensation and Employers Liability as determined by  
Kansas Statutes

12. Miscellaneous Provisions
  - a. For 50+ and Adult Water Exercise programs JCPRD agrees to pay to the City a "pool use fee" in the amount of \$9.00 per hour. Each program will be limited to the use of two (2) lap lanes during each class period.
  - b. For the Master's program, JCPRD agrees to pay to the City a "pool use fee" in the amount of \$2.00 per participation and allow access to a maximum of four (4) lap lanes from 6:30 p.m. to 8:00 p.m. If the pool manager requires participants to leave the pool due to overcrowding, a partial refund of the use fee may be made.
  - c. By the terms of this agreement, the aquatics program shall be known as a Co-sponsored program; all written and verbal publicity should reflect the Co-sponsorship. Every effort shall be made by both agencies to inform the participants and public of the Co-sponsorship arrangement.
13. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representatives of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
14. Inspection of Premises by City. The City shall have the right to inspect the premises and facilities occupied by JCPRD within the Park at all reasonable times.
15. Provisions Separable. It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not be written or made a part hereof.
16. Nonassignability of Agreement. This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.

- 17. Non-Discrimination Clause. JCPRD shall comply will all applicable state and federal laws in carrying out this agreement. In connection with the performance of this agreement, JCPRD agrees to comply with the applicable provisions of all state and federal non-discrimination laws. JCPRD further agrees to not discriminate against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities.

If the City determines that JCPRD has violated any applicable provision of any state or federal law, or discriminated against any person because of race, religion, color, sex, disability, age, national origin or ancestry in the admission or access to, or participation or employment in, its programs, services and activities, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

The parties do not intend this provision to subject any party to liability under state or federal laws unless it applies.

IN WITNESS WHEREOF, three copies of the above and foregoing Agreement have been executed by each of the parties on the day and year first written above.

CITY OF PRAIRIE VILLAGE, KANSAS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald L. Shaffer, Mayor

ATTEST:

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

JOHNSON COUNTY PARK AND  
RECREATION DISTRICT BOARD OF  
PARK AND RECREATION  
COMMISSIONERS

\_\_\_\_\_  
Date

\_\_\_\_\_  
George J. Schlagel, Chair

ATTEST:

\_\_\_\_\_  
Steve L. Baru, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bill Tuley, District Legal Counsel



## ADMINISTRATION DEPARTMENT

Council Meeting Date: February 22, 2011  
CONSENT AGENDA

### Consider 2011 Minor Home Rehabilitation Program

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#### RECOMMENDATION

Staff recommends the City council approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2011 Minor Home Rehabilitation Program

#### BACKGROUND

For many years, the City has participated in the Johnson County Minor Home Rehabilitation Program. Through this program, Prairie Village residents with low to moderate incomes can receive assistance with home repairs, accessibility improvements and to correct certain code violations. City funds are matched with County CDBG funds to finance repairs under this program.

In 2010, the City provided \$6,000 in assistance to Prairie Village residents.

#### FUNDING SOURCE

\$6,000 is budgeted for 2011

#### ATTACHMENTS

Letter of Understanding

#### PREPARED BY

Joyce Hagen Mundy  
City Clerk

Date: February 17, 2011

**LETTER OF UNDERSTANDING  
FOR THE JOHNSON COUNTY  
2011 MINOR HOME REHABILITATION PROGRAM**

This service agreement is between the Housing Services office of the Johnson County Department of Human Services & Aging and the **CITY OF PRAIRIE VILLAGE, KANSAS** agreement is for the period of January 1, 2011 through December 31, 2011.

**PURPOSE**

The purpose of this agreement is to enable Johnson County Housing Services to provide more extensive home repairs to qualified low to moderate income residents of the City as long as funds are available for this purpose.

**ADMINISTRATION**

The Housing Services office, located at 12425 W. 87<sup>th</sup> Street Pkwy., Ste. 200, Lenexa, KS 66215 will provide all personnel necessary to administer and manage an effective program.

The program will be administered according to CDBG guidelines and the Policies and Procedures for the Johnson County Minor Home Repair Program (Copies of Policies & Procedures available upon request). These Policies and Procedures are made a part of this agreement and are incorporated herein by reference.

**FUNDING**

The Minor Home Repair Program is a partnership program between the County and participating Cities. In order to leverage non-federal dollars, the County agrees to match City funds on a dollar for dollar basis with County CDBG funds to the extent these funds are made available. **With this Letter of Understanding the City agrees to provide City funding in an amount up to \$ \_\_\_\_\_ for the Minor Home Repair Program.**

It is agreed that the County shall retain twenty five percent (25%) of the funding provided by the City in this Letter of Understanding for program administration.

It is further agreed that all expenditures incurred after December 31, 2011 for projects approved during the 2011 calendar year, will be charged to Prairie village City funds.

**HOLD HARMLESS**

The County agrees to hold and save the City harmless from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of the County's or any of its officers', employees' or agents' negligent acts



and/or omissions with respect to the performance of home repairs provided under this agreement.

## **INSURANCE**

The County will maintain coverage of the types of insurance and in such amounts as may be necessary to protect itself and the City against all hazards or risks of loss.

In no event shall the County be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto.

## **AMENDMENT**

This Agreement may be amended by supplemental writing signed by the parties to the agreement.

## **TERMINATION**

This agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination, all unexpended City funds shall be returned to the City within thirty (30) days of termination.

## **RENEWAL**

A new agreement will be signed for each calendar year. Any portion of funds not used for the current year will be automatically transferred to the next program year or returned to the City upon request. **Requests must be received in writing, in our office, no later than November 1, 2011.**

## **GOVERNING LAW**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

## **NON DISCRIMINATION**

The County shall not discriminate against any person in the performance of work under this Agreement because of race, religion, age, color, sex, handicap, national origin, familial status or ancestry.

## **RECORDS AND REPORTS**

The County agrees to retain all program records for a minimum of three years. The City shall have access to program records at all reasonable times upon request.

The Housing Services office shall prepare and submit to the City a statement at the end of each quarter showing expenditures to date and the remaining balance of City funds. Other data, pertinent to the City, may also be included with the quarterly report.

**CITY OF PRAIRIE VILLAGE, KANSAS**

**HOUSING SERVICES OFFICE,  
JOHNSON COUNTY HUMAN  
SERVICES DEPARTMENT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deborah Collins  
Director, Human Services Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COUNCIL COMMITTEE OF THE WHOLE**  
**February 7, 2011**

The Council Committee of the Whole met on Monday, February 7, 2011 at 6:30 p.m. The meeting was called to order by Council President Charles Clark with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Dale Beckerman and David Belz. Mayor Shaffer, Steve Noll and Andrew Wang arrived late. Staff Members present: Wes Jordan, Chief of Police; Capt. Tim Schwartzkopf, Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Chris Engel, Assistant to the City Administrator; Nic Sanders, Human Resources Specialist and Joyce Hagen Mundy, City Clerk.

**Presentation regarding NLC Service Line Warranty Program**

Dennis Enslinger noted the National League of Cities has a number of Enterprise Programs which are designed to assist cities in providing both business and consumer solutions. The City currently participates in the NLC Prescription Discount Card program. The NLC recently announced a new program, Service Line Warranty Program, designed to assist property owners with the repair/replacement of private sanitary sewer and water lines. This program allows property owners to purchase insurance to cover repairs or broken water lines or sewer lines, which are not covered by homeowners insurance.

There is no cost to the City for participation in this program. Residents would be charged a monthly fee for this service which will be collected by Utility Service Partners, Inc.

Mr. Enslinger introduced Brian Davis with BDA Consulting Group who was present by a phone conference. Mr. Davis reviewed the PowerPoint presentation that was included in Council members' packets. He noted the City would receive on an annual basis 10% of the revenue collected by the program. He stated they usually have a participation level of 8 to 12% with the first campaign and have found that after three to five years 35% of the city's residents are participating.

Ruth Hopkins stated she does not see any downside to this program. Dale Beckerman noted he can see the value in such a program based on his experiences while living in his first home in Prairie Village. Mr. Beckerman noted the program operates on a month by month basis.

Steve Noll stressed the need to clearly convey that this is an NLC program and that the City is not involved. It is basically a maintenance agreement between the resident and USP.

Quinn Bennion stated if this service was offered by other providers in the area. Ruth Hopkins stated she had seen advertisements by another company for a similar service. She noted the NLC followed a bid process in selecting Utility Service Partners, Inc. as the provider for this program.

There was a consensus among the Council to go forward with participation in the program. Steve Noll noted several of the water and wastewater lines in the City are nearing their life expectancy and will at some point fail. He would like to see clarification on when the lines would be replaced and when they would be repaired. Dale Warman noted that such a program could provide some peace of mind for residents with older homes. Al Herrera confirmed participation in the program is up to the resident.

Ruth Hopkins made the following motion which was seconded by Dale Beckerman and passed unanimously:

**MOVE THE COUNCIL DIRECT STAFF TO MOVE FORWARD  
WITH PARTICIPATION IN THE NLC SERVICE LINE  
WARRANTY PROGRAM**

**Presentation regarding Investment Energy Grade Audit**

Dennis Enslinger noted that in May of 2010, the City Council approved an agreement with Energy Solutions Professionals (ESP) to conduct an Investment Grade Energy Audit for the sum of \$3,928. ESP has recently completed the Investment Grade Energy Audit. Over the last 6 months, they have reviewed the City's energy uses and developed a set of recommendations for improvements to City facilities.

Each of the options lists the funding sources. Funding sources include Energy Grants, Energy Rebates and 2010 Bond Funds for Energy Efficiency. Options #1 and #2 have sufficient funds to complete the recommendations associated with the options. Options #3 and #4 would require additional funding sources. Some additional grant funding would be available for Option #4. If Options #3 or #4 are desired, the Finance Committee would discuss the various financing options, at a future meeting date, and make a recommendation to City Council. The focus at this time is on which option the City wants to pursue.

Jeff Flathman with ESP provided background on their company and experience in the energy field. In the audit they conducted for the City they looked at how to secure the maximum dollars and energy savings and researched and secured grant funds for the City. Typically they look just for items that will have early payback, but noted the city's equipment is at or past its expected life so they also focused on the big picture and long term.

Dennis Enslinger stated the recommendations are divided into four options:

- Option 1: Energy Measures Only
- Option 2: Energy Measures + Value Repairs in the Police Building
- Option 3: Energy Measures + HVAC Replacement for Municipal Complex (City Hall Police and Community Center) Option #3
- Option 4: Energy Measures + Geothermal System Project for Municipal Complex

All options include Energy Measures including lighting retrofits, water efficiency improvements, vending machine controls, building infiltration improvements, and energy management system improvements.

The cost for option #1 would be \$290,224 with an energy grant covering \$150,000 and an energy rebate of \$3500. The remaining costs would be covered with funds set aside in the 2010 bonds. The projected annual energy savings is approximately \$25,000.

Option #2: The Energy Measures + Value Repairs would leave the existing HVAC systems in City Buildings and only make repairs to the Police portion of the Municipal Complex.

This is one of the options recommended by staff. The total cost of the installation would be \$334,324 with an energy grant covering \$150,000 and an energy rebate of \$3500. The remaining costs would be covered with funds set aside in the 2010 bonds. The projected annual energy savings is approximately \$26,200.

Option #3: Energy Measures + HVAC Replacement for Municipal Complex (City Hall, Police and Community Center) provide costs associated with the replacement of all of the existing HVAC systems in the Municipal Complex with traditional HVAC systems. Mr. Enslinger noted this is not an option staff would recommend for consideration but is being presented for a cost comparison with option #4

To do a traditional replacement of all HVAC systems would cost \$775,874 with an energy grants and rebates covering \$153,500. The 2010 bond fund has \$370,000 budgeted for energy improvements leaving a balance of \$523,500 in costs the City would need to cover that are not currently budgeted. The projected annual energy savings is approximately \$28,200.

Al Herrera asked about maintenance costs. Mr. Enslinger responded money is budgeted for maintenance and noted most of the cost savings would be from reduced energy costs. The city's agreement with O'Dell is based on an hourly rate so the exact cost is not easily determined.

Dale Beckerman asked what HVAC replacement cost would be. Mr. Enslinger responded to replace all units \$519,050.

Chris Torline with ESP stated their analysis took a holistic approach addressing energy costs, valve/equipment problems and problems with zone control. He explained the operation of heat pumps. Several local organizations are currently using geothermal systems. Dennis Enslinger stated that City staff visited the Raytown School District's installation. They are very pleased with their operation and noted several school districts have geothermal installations.

Option #4: Energy Measures + Geothermal System Project for Municipal Complex provide costs associated with the replacement of the existing HVAC systems in the Municipal Complex with a Geothermal system.

To install a geothermal system would cost approximately \$1.3 million with an energy grants and rebates covering \$411,000. The 2010 bond fund has \$370,000 budgeted for energy improvements leaving a balance of \$781,000 in costs the City would need to cover that are not currently budgeted. The projected annual energy savings is approximately \$53,500. The energy costs savings are significantly higher with a payback period of ten years. The payback period for wind or solar installations is 20 to 35 years.

Jeff Flathman stated that in their analysis they focused on what were the best improvements that would save the City the most in the long term. In comparing traditional replacement vs. geothermal replacement the payback period is almost the same 7 vs. ten years. The life expectancy of the equipment is 25 to 30 years for geothermal and 15 years for traditional HVAC. The energy savings with geothermal are \$25,000 more than traditional installations. The primary function is to save energy but also geothermal will provide a better environment within the facilities and offer more climate control. Dennis Enslinger stated the existing system provides for only one zone for the entire public safety building. The geothermal installation would allow for multiple zones.

Ruth Hopkins asked if ESP used geothermal in their facility. Mr. Flathman responded they are in rented space which does not have geothermal, but noted they would like to have it. Mrs. Hopkins asked what guarantee the City had for the grant funds. Dennis Enslinger responded the City has already signed an agreement for the grant funds. Mrs. Hopkins asked what would happen if the funds were pulled. Mr. Enslinger stated staff has been told designated funds cannot be pulled. Once the funds have been allocated they are secure.

Steve Noll asked what would happen if the project were not completed within the timetable established by the grant. Dennis Enslinger responded reimbursement requests can be made throughout the process which has to be completed by the end of 2012. The state has an agreement with the Federal government to administer these grants. Dale Beckerman noted this is not a Kansas budget item.

Jeff Flathman stated the Federal Government has allocated only a portion of the available ARA Funding and has informed states that if they spend their allocated money they can receive more. The Kansas Corporation Commission wants to be able to get additional funding. Kansas only stands to gain if they allocate and spend the money awarded to them. This project would be a high profile project and funding it would be supported.

Al Herrera confirmed the contract installation costs presented by ESP are accurate. He asked what if the expected savings did not occur. Jeff Flathman stated their estimates

for savings were computed conservatively using a projected annual increase in energy costs of 2.5%.

Ruth Hopkins made the following motion, which was seconded by Dale Warman and passed unanimously:

**MOVE THE GOVERNING BODY PROCEED WITH OPTION #4 FOR ENERGY MEASURES & GEOTHERMAL SYSTEM PROJECT FOR THE MUNICIPAL COMPLEX**

**COUNCIL ACTION REQUIRED**

**COU2011-05 Consider Acceptance of Renewable Energy Incentives grant from the Kansas Corporation Commission**

Dennis Enslinger stated the Governing Body needs to take action on the awarded Renewable Energy Incentives Grant in the amount of \$250,000. The grant is funded through the American Recover and Reinvestment Act of 2009 (ARRA) as part of the Energy Efficiency and Conservation Block Grant (EECBG).

Ruth Hopkins made the following motion, which was seconded by David Belz and passed unanimously:

**MOVE THE GOVERNING BODY AUTHORIZE THE CITY ADMINISTRATOR TO SIGN THE PUBLIC PROJECTS GRANT AWARD AGREEMENT BETWEEN THE KANSAS CORPORATION COMMISSION AND THE CITY OF PRAIRIE VILLAGE**

**COUNCIL ACTION REQUIRED**

**ADJOURNMENT**

Council President Charles Clark adjourned the meeting at 7:25 pm.

Charles Clark  
Council President



## ADMINISTRATION

***UPDATED***

**Council Committee Meeting Date: February 7, 2011  
City Council Meeting Date: February 22, 2011**

**COU2011-05: Consider acceptance of renewable energy incentives grant  
from the Kansas Corporation Commission**

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### **BACKGROUND**

The City of Prairie Village received notification it has been awarded a Renewable Energy Incentives Grant in the amount of \$250,000. The grant is funded through the American Recover and Reinvestment Act of 2009 (ARRA) as part of the Energy Efficiency and Conservation Block Grant (EECBG).

The grant award will provide the City with a maximum of \$250,000, in matching funds, to install a renewable energy source (solar, wind, geothermal). The improvements will be installed in public buildings owned by the City. The City is required to provide 75% matching funds for the proposed improvement costs. The City will also be required to comply with Davis-Bacon Labor Act regulations when hiring contractors to complete the necessary improvements.

Staff delayed bringing this item to the City Council for consideration until the Investment Grade Energy Audit was completed by Energy Solutions Professionals. This allowed Energy Solutions Professionals to evaluate the various renewable energy sources and determine if any of the sources made financial sense. Using anticipated energy savings and calculating the payback period on the initial investment, it was determined that the installation of a geothermal system was the only renewable energy source that made financial sense.

The City Council reviewed the recommendations from the Investment Grade Energy Audit at the February 7, 2011 meeting. The installation of a geothermal system at the Municipal Complex (Option #4) would require additional funding which is not currently budgeted. Some of the unbudgeted funds would come from this grant.

During the February 7, 2011 City Council meeting, a question arose regarding the grant and possible rescission of grant funds by the Department of Energy (DOE). Staff has secured a letter from the Kansas Corporation Commission (KCC) indicating that once an agreement is executed, the funds are obligated and the DOE would not be able to rescind the funds. In addition, a question was raised about whether or not the City would be able to receive reimbursement for field wells, if the location of the wells was determined to be unsuitable for a



geothermal system. The KCC has also indicated that the City would be able to request reimbursement of costs incurred if the well fields were not acceptable.

**RECOMMENDATION:**

If City Council it determines that the installation of a geothermal system is a viable option, Staff recommends that the City Council authorize the City Administrator to sign the Public Projects Grant Award Agreement between the Kansas Corporation Commission and the City of Prairie Village

If the City Council determines that the installation of a geothermal system is not a viable option at this time, staff recommends that the City Council direct staff to send a letter to the Kansas Corporation Commission declining the grant award. The Kansas Corporation Commission has given the City a deadline of February 25<sup>th</sup> to accept or decline the award.

**ATTACHMENTS:**

Letter from the Kansas Corporation Commission dated February 10, 2011

Renewable Energy Incentives Grant Agreement between the Kansas Corporation Commission and the City of Prairie Village

**PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: February 18, 2011

1500 SW Arrowhead Road  
Topeka, KS 66604-4027



phone: 785-271-3100  
fax: 785-271-3354  
<http://kcc.ks.gov/>

Thomas E. Wright, Chairman  
Ward Loyd, Commissioner

Corporation Commission

Sam Brownback, Governor

February 10, 2011

David McAuliffe  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, Kansas 66208

Re: Renewable Energy Incentives Grant  
Award # 3394208  
City of Prairie Village

Dear Mr. McAuliffe:

I have discussed with Ryan Freed, Energy Efficiency Programs Manager of the Kansas Energy Office, the City's concerns expressed to me about the Renewable Energy Incentives Grant. Once there is a contract in place between the Kansas Energy Office/Kansas Corporation Commission and the City of Prairie Village, those funds will be obligated and the Department of Energy will not be able to rescind or reclaim them. Should there be difficulties encountered while drilling the well field for the ground source heat pump, and it is determined that the installation is not feasible, grant funds may be used to offset costs incurred to that point. If it is found that the well field simply needs to be relocated on the site, the new location may require re-submittal for approval to the Kansas Historical Society and the Department of Energy, depending on the distance moved and whether or not the installation techniques are changed.

It is important that the City commit as soon as possible, as our deadline for having these funds obligated is almost upon us, and the Department of Energy is warning that un-obligated funds could be ordered not to be spent at any time.

Please feel free to contact me if you have any other questions.

Sincerely,

Terry Steuber

Kansas Energy Office  
Kansas Corporation Commission

Copy Ryan Freed



Mark Parkinson, Governor  
Thomas E. Wright, Chairman  
Joseph F. Harkins, Commissioner  
Ward Loyd, Commissioner

September 20, 2010

Mr. David McAuliffe  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208

Re: Renewable Energy Incentives Grant  
Award # 3394208

Dear Mr. McAuliffe:

Enclosed are two (2) copies of the contract for your Renewable Energy Incentives Grant. Please review, sign and return both copies to this office. After they have been signed by the Executive Director of the Kansas Corporation Commission, one (1) copy will be returned to you.

Please telephone me at 785-271-3352 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Steuber", with a long horizontal line extending to the right.

Terry Steuber  
State Energy Office  
Kansas Corporation Commission  
1300 Arrowhead Rd., Suite 100  
Topeka, Kansas 66604

Enclosures (2)

**GRANT AWARD AGREEMENT  
BETWEEN THE KANSAS CORPORATION COMMISSION  
AND CITY OF PRAIRIE VILLAGE**

Now, on this \_\_\_\_ day of \_\_\_\_, 2010, the Kansas Corporation Commission (hereafter "KCC" or "Grantor") and the City of Prairie Village (hereafter "Grantee") execute this Grant Award Agreement.

The KCC structure includes the State Energy Office and under K.S.A. 74-616 this office is charged with a variety of energy-related responsibilities on behalf of the State of Kansas. The State Energy Office is the recipient of Department of Energy Formula Grant (DE-EE0000727) funding, under a provision of the American Recovery and Reinvestment Act of 2009, Public Law 111-5;

Grantee is an entity that has applied to receive grant funding to install renewable energy at their facility.

The Purpose of this Grant Award is to provide financial assistance for the implementation of renewable energy projects.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1. The KCC shall provide Grantee with a grant not to exceed the amount of \$250,000.
2. Grantee will install renewable energy projects, as identified in their grant application attached to this agreement as Attachment A and hereby incorporated by reference. This award represents 25%, not to exceed \$250,000, of the cost of the eligible improvements listed in Attachment A.
3. This award is made on a conditional basis. Prior to receiving any award, Grantee shall comply with all items listed in the Grant Award Terms & Conditions document attached to this agreement as Attachment B (for the purposes of Attachment B, grantee is referred to as "Recipient") and hereby incorporated by reference. Determination of compliance shall be at the KCC's discretion. Forms to be used to meet these requirements are included in Attachment C, and hereby incorporated by reference.

4. Davis-Bacon Labor Act regulations must be followed. (See Sub grant Flow Down Provisions, pgs. 23-38). This Act requires that pay to all laborers and mechanics employed upon the site of work be **not less often than once a week, and at rates not less than those listed at this website: <http://www.gpo.gov/davisbacon/allstates.html>** for your county. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the sub recipient and contractor at the site of work in a prominent and accessible place where it can be seen by the workers.
5. KCC and Grantee mutually agree to the following criteria for reimbursement:
  - a. That Grantee shall submit to the KCC, **on the fifth day of each month**, an invoice for payment that documents and certifies the total costs for eligible improvements (identified in Attachment A) incurred in the performance of service, as required in this Agreement, during the preceding month;
  - b. That the KCC shall be obligated to pay 25% of sums requisitioned by invoice within 30 days, provided KCC finds that work and services have been satisfactorily completed and expenses have been reasonably incurred;
  - c. That ten percent (10%) of the amount approved for payment by the KCC shall be withheld. The withheld ten percent (10%) will be retained by the KCC until such time as the terms of this Agreement, and all attachments, have been satisfactorily met as determined by the KCC in its sole discretion;
  - d. The final invoice shall be submitted no later than forty-five days following the expiration of this Agreement. The KCC shall not be liable for any reimbursements requested after that date;
  - e. That all invoices for reimbursement shall be accompanied by documentation of service rendered, date service was performed, individual or individuals performing the services, and expenses incurred, including receipts where appropriate;
  - f. That total reimbursement in no event will exceed the maximum sum of **\$250,000** for all work performed, services rendered and

allowed expenses incurred. Funding for this award is contingent upon approval by the U.S. Department of Energy;

6. This grant award is provided using funds from the American Recovery and Reinvestment Act of 2009 (ARRA) Energy Efficiency and Conservation Block Grant (EECBG) CFDA # 81.128; Funding Opportunity Announcement DE-FOA-0000013; Award # DE-EE0000727.
7. The term of this agreement shall be from September 30, 2010 to September 30, 2012, unless otherwise extended in writing. All modifications shall be in writing, captioned Modification of Original Grant Award Agreement and signed by an authorized representative of the undersigned parties.
8. This agreement may be terminated at any time by mutual written consent, signed by an authorized representative of the undersigned parties. Other provisions for termination appear in Attachments B & D, which are hereby incorporated by reference.
9. This Grant Award Agreement incorporates by reference, certain reporting requirements contained in U.S. Department of Energy Funding Opportunity Announcement Number (FOA) DE-FOA-0000013 and amendments thereto, issued April 24, 2009, CDFA Number 81.128. Further, the Kansas Corporation Commission desires that Grantee capture and report other data items. **Collectively, Grantee shall report the items listed in Attachment B Terms & Conditions.** All items shall be reported quarterly, on or before each January 10, April 10, July 10, and October 10 covered by this Grant Award Agreement, indicating numbers for that quarter and year-to-date, since the awarding of the Grant Award Agreement, by submitting, numbers for each category, and signed, or otherwise attested to by an authorized representative of Grantee. Jobs retained shall mean those jobs, which but for this Grant Award Agreement, would have been eliminated.

Grantee accepts and agrees that the nature of the award may require additional reporting and/or compliance requirements, and in accordance therewith, will promptly execute any reasonable amendment or modification to the Grant Award Agreement reflecting these additional

requirements. Failure to timely execute and deliver the amendment or modification shall constitute an event of default.

10. Grantee shall comply with all applicable federal regulations set forth in the FOA. If contractor is, or has been awarded, any other State contracts, an event of default under that contract shall, at either the State's or the KCC's discretion, constitute an event of default under this contract.
11. That Grantee accepts full responsibility for payment of salaries, unemployment insurance, premiums for worker's compensation and social security as well as all income tax withholding and any other taxes or payroll deductions required by law for its employees engaged in the work authorized by this Grant Award Agreement. That Grantee represents that it has, or will secure at its own expense, all personnel required in performing the work and services under this Grant Award Agreement. All of the services to be rendered by Grantee shall be performed by the personnel listed in Grantee's proposal, who are represented to be fully qualified and authorized under state and local law to perform such work and services. It is the understanding of all parties to this Agreement that the KCC, by executing this Grant Award Agreement, does not pledge or promise to pledge the assets of the State of Kansas, nor does it promise to pay any part of the sum provided for in this Grant Award Agreement from any monies of the treasury of the State of Kansas, except such monies as shall be appropriated for this Grant Award Agreement.
12. Grantee agrees that it shall fully and completely comply with the Contractual Provisions (Form DA-146a) contained in Attachment D; which is attached hereto, incorporated herein by reference and made a part hereof as though fully set forth in this Grant Award Agreement. Grantee is a "contractor" for all purposes of Attachment D.
13. OMB Circular A-128 and A-133 require audits of State and local government and non-government entities. The audit threshold is \$500,000.00 of Federal award expenditures. All non-federal entities (profit, not-for-profit, and governmental entities) that expend \$500,000.00 or more in a program year in Federal awards – including this award – shall have a single or program-specific audit conducted for that year in accordance with the provisions of A-128 or A-133. The

\$500,000.00 Federal funds threshold includes funds from all Federal agencies. Regulations and qualifications may be found on the Grants Management Circulars web site:

[http://www.whitehouse.gov/omb/grants/grants\\_circulars.html](http://www.whitehouse.gov/omb/grants/grants_circulars.html)

14. Grantee shall hold the KCC and the State of Kansas harmless for all costs, damages, expense, or liability, which may be occasioned solely by the negligence of Grantee's agents, or servants or the negligence of Grantee's successors or assigns.
15. This Grant Award Agreement may be changed during the timeframe of the Grant Award Agreement by mutual agreement of the parties. Such agreement shall be construed as a modification to this Grant Award Agreement, reduced to writing captioned Modification of Original Grant Award Agreement, and signed by authorized representatives of the undersigned parties. Any oral agreements are invalid.
16. This Grant Award Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kansas. It is agreed by and between the undersigned parties that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before the District Court of Shawnee County, Kansas, to the exclusion of the Courts of any other states or country.

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

\_\_\_\_\_  
Quinn Bennion, City Administrator  
City of Prairie Village  
Date: \_\_\_\_\_

\_\_\_\_\_  
Susan Duffy, Executive Director  
Kansas Corporation Commission  
Date: \_\_\_\_\_



# KANSAS

KSR&C No. 10-07-106

Kansas Historical Society  
Cultural Resources Division

MARK PARKINSON, GOVERNOR

July 16, 2010

State

Terry Steuber  
State Energy Office  
Kansas Corporation Commission  
1300 SW Arrowhead Road, Suite 100  
Topeka KS 66604-4074

JUL 20 2010

Energy Office

RE: Ground Source Heat Pump  
City of Prairie Village  
Johnson County

Dear Mr. Steuber:

The Kansas State Historic Preservation Office has reviewed its cultural resources files for the area of the above referenced project in accordance with 36 CFR 800. The project as proposed should have no effect on properties listed in the National Register of Historic Places or otherwise identified in our files. This office has no objection to implementation of the project.

Any changes to the project area that include additional ground disturbing activities will need to be reviewed by this office prior to beginning construction. If construction work uncovers buried archaeological materials, work should cease in the area of the discovery and this office should be notified immediately.

This information is provided at your request to assist you in identifying historic properties, as specified in 36 CFR 800 for Section 106 consultation procedures. If you have questions or need additional information regarding these comments, please contact Tim Weston 785-272-8681 (ex. 214). Please refer to the Kansas Review & Compliance number (KSR&C#) above on all future correspondence relating to this project.

Sincerely,

Jennie Chinn  
State Historic Preservation Officer

  
Patrick Zollner  
Deputy State Historic Preservation Officer



# Department of Energy

Golden Field Office  
1617 Cole Boulevard  
Golden, Colorado 80401-3305

September 13, 2010

State  
SEP 16 2010  
Energy Office

Jerry VanAllen  
State of Kansas  
1300 SW Arrowhead Road  
Suite 100  
Topeka, KS 66604

Dear Mr. VanAllen:

**SUBJECT:** Award No. DE-EE0000727; State of Kansas Energy Efficiency and Conservation Block Grant

In accordance with the EF-1 submitted 07/15/2010, this letter serves to notify the Recipient that conditions have been revised in the National Environmental Policy Act (NEPA) Requirements provision in the Special Terms and Conditions of the award. The Project Officer and the NEPA Compliance Officer have reviewed the information submitted and have found the following information to be acceptable.

NEPA restricted actions lifted by DOE are shown below:

**Activity #2: Renewable Energy Incentives**  
**Sub-Activity: City of Prairie Village**

**Determination:**

The City of Prairie Village will use EECBG funding to install a ground source heat pump system that will serve the heating and cooling needs for three existing buildings adjacent to each other. These buildings are part of the Prairie Village Public Works complex and include a community center, city administrative offices, and a police station. The ground source heat pump system will be a vertical, closed loop system with a capacity of 75 tons. There will be 20 boreholes needed covering 5,625 square feet. The state certified and licensed driller will follow IGSHA and NGWA regulations during installation. The system will use HDPE piping that is heat fused and all wells will be fully grouted with a thermally enhanced bentonite grout. The refrigerant used in the system will be a non-toxic, food grade propylene glycol and water mixture. Drilling spoils are the only expected waste from the project and will be re-used onsite when possible or taken to the appropriate landfill. Sand bags and/or compost filtration will be utilized to control erosion as well as drilling spoils. The site will be re-seeded with grass of the same variety already existing on site. A building permit from the city will be necessary for the proposed HVAC retrofits inside the buildings.

The geothermal well field portion of the installation will occur in a mowed, grassy lawn area in the front of the building complex between a driveway and a main road. This area is 32,500 square feet and was previously disturbed during the construction of the facilities. The proposed project location is in a highly developed/populated residential area south of Kansas City. The buildings involved with the proposed geothermal HVAC upgrade were built less than 30 years ago; therefore consultation with the SHPO is not required. There are not expected to be any adverse effects to threatened and endangered species, wetlands, floodplains, or cultural resources as a result of the proposed project.



After a thorough review of the information submitted for the proposed project, it has been determined that the actions involved will not have a significant impact to human health and /or the environment. The proposed project will result in a reduction in the use of conventional fossil fuels; therefore it is hereby categorically excluded from further NEPA review.

**Requirements:**

Prior to the expenditure of Federal funds to implement any of the above activities, the City of Prairie Village has the affirmative responsibility to ensure they are in compliance with Sec. 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. If applicable, the subrecipient must contact the State Historic Preservation Officer. The Recipient is required to obtain the necessary permits regarding all actions involved with the proposed project.

Please note that the Recipient shall ensure the safety and structural integrity of any repair, replacement, construction and/or alteration performed under this project.

These changes will be incorporated into the next formal modification. Questions or comments may be addressed to the DOE Project Officer, Patricia St. Germain, at 720-356-1607 or [patricia.stgermain@go.doe.gov](mailto:patricia.stgermain@go.doe.gov).

Sincerely,



Nicole Blackstone  
Contracting Officer

General Decision Number: KS100007 04/02/2010 KS7

Superseded General Decision Number: KS20080007

State: Kansas

Construction Type: Building

Counties: Johnson, Leavenworth, Miami and Wyandotte Counties in Kansas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010

ASBE0002-001 08/01/2009

	Rates	Fringes
Asbestos Workers/Insulator Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 31.32	19.11

ASBE0027-001 10/01/2009

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.).....	\$ 30.62	24.12

BOIL0083-001 01/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 32.31	21.66

BRKS0015-003 04/01/2009

	Rates	Fringes
Brickmason.....	\$ 31.55	13.95

BRKS0015-004 06/01/2009

	Rates	Fringes
TILE SETTER.....	\$ 30.89	11.75

CARP0007-002 04/01/2009

	Rates	Fringes
CARPENTER (Including acoustical ceilings and drywall hanging).....	\$ 33.30	13.25

CARP0007-015 04/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 33.30	13.25

ELEC0124-005 09/01/2008

	Rates	Fringes
Communication Technician.....	\$ 32.23	13.98
Electricians, Including Low Voltage.....	\$ 33.33	17.53

ENGI1101-001 04/01/2009

	Rates	Fringes
Power equipment operators:		
Back Hoe, Front End Loader..	\$ 32.30	13.01
Cranes (Tower or Climbing) ; other cranes with over 150 ft. of boom (including the jib but less than 225 ft) 150 ft. or less of Boom, Overhead Cranes, Hydraulic Cranes.....	\$ 34.46	13.01
CRANES with 225 feet of boom or over (including jib) receive a premium of \$1.25 per hour.....	\$ 35.71	13.01
Fork Lift-all types and size.....	\$ 30.96	13.01
Oiler.....	\$ 26.75	13.01

Cranes with 225 ft. of boom or over including jib receive a premium of \$1.25 per hour

\* IRON0010-009 04/01/2010

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 28.00	23.13

\* LAB01290-002 04/01/2010

Johnson and Wyandotte Counties

	Rates	Fringes
Laborers:		
Brick Tender/Hod.....	\$ 25.85	12.90
Carpenter Tender.....	\$ 26.25	12.90
General.....	\$ 25.45	12.90

\* LAB01290-017 04/01/2010

Leavenworth and Miami

	Rates	Fringes
Laborers:		
Brick Tender/Hod.....	\$ 24.85	12.90
Carpenter Tender.....	\$ 25.25	12.90
General.....	\$ 24.45	12.90

PAIN0003-007 04/01/2009

	Rates	Fringes
Drywall Finisher/Taper.....	\$ 28.45	12.90

\* PLAS0518-004 04/01/2010

	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 29.78	14.45

\* PLAS0518-015 04/01/2010

	Rates	Fringes
PLASTERER.....	\$ 29.85	12.65

PLUM0008-008 06/01/2009

	Rates	Fringes
PLUMBER (Excluding HVAC work:)		
Miami.....	\$ 37.39	17.61
Wyandotte.....	\$ 37.39	17.61

PLUM0008-009 06/01/2009

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)		
Johnson, Leavenworth, and Wyandotte.....	\$ 37.39	17.22

PLUM0533-002 06/01/2009

	Rates	Fringes
PIPEFITTER.....	\$ 38.73	17.63

ROOF0020-006 06/01/2009

ROOFER, Including Built Up,  
 Composition and Single Ply  
 Roofs.....\$ 31.25 12.45

-----  
 SFKS0314-001 07/01/2008

Rates Fringes  
 SPRINKLER FITTER.....\$ 38.20 12.65

-----  
 SHEE0002-002 07/01/2003

Rates Fringes  
 Sheet metal worker (INCLUDING  
 HVAC DUCT WORK).....\$ 32.52 9.88

-----  
 SUKS2002-002 10/30/2002

Rates Fringes  
 GLAZIER.....\$ 11.00 2.27  
 Laborer: Form setter.....\$ 14.00  
 PAINTER (Brush and Roller)  
 (Excluding Drywall  
 Finisher/Taper).....\$ 17.83 4.56

WELDERS - Recieve rate prescribed for craft performing  
 operation to which welding is incidental

-----  
 TEAM0541-016 04/01/2008

Rates Fringes  
 TRUCK DRIVER  
 DUMP, TRAILER.....\$ 27.46 10.15

FOOTNOTE

a: An employee who has worked 1300 hrs. or more for an  
 employer during the last full year shall receive 1 week  
 vacation.

-----  
 WELDERS - Receive rate prescribed for craft performing  
 operation to which welding is incidental.  
 =====

Unlisted classifications needed for work not included within  
 the scope of the classifications listed may be added after  
 award only as provided in the labor standards contract clauses  
 (29CFR 5.5 (a) (1) (ii)).

-----  
 In the listing above, the "SU" designation means that rates  
 listed under the identifier do not reflect collectively  
 bargained wage and fringe benefit rates. Other designations  
 indicate unions whose rates have been determined to be  
 prevailing.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION



**ATTACHMENT A**  
**GRANT APPLICATION**



Energy Efficiency and Conservation Block Grants  
Renewable Energy Incentives Grant  
Application Form

ORGANIZATION NAME:   
ADDRESS:   
CITY:   
STATE:   
ZIP:

COUNTY:   
CONGRESSIONAL DISTRICT:   
FEIN#:   
DUNS#:

CONTACT PERSON:   
EMAIL:   
TELEPHONE:   
FAX:

SEO APPLICATION #: 3394208

FCIP PARTICIPATION (if your organization has NOT participated in the FCIP proceed to next page.)

WHERE:

WHEN:

STAGE:

CONTACT PERSON:

EMAIL:

TELEPHONE:

FAX:

FCIP stands for "Facility Conservation Improvement Program." It is a program administered by the State Energy Office of the Kansas Corporation Commission. It furthers energy conservation through energy efficient improvements acquired through "performance contracting" where the savings offset the costs of the improvements. There are three stages of the FCIP: 1) Preliminary Energy Audit "PEA", 2) Investment Grade Audit "IGA", 3) Energy Performance Contract "EPC".

SITE NAME:   
 ADDRESS:   
 CITY:   
 STATE:   
 ZIP:

COUNTY:   
 CONGRESSIONAL DISTRICT:   
 FEIN#:   
 DUNS#:

CONTACT PERSON:   
 EMAIL:   
 TELEPHONE:   
 FAX:

LEGAL DESCRIPTION:

YEAR CONSTRUCTED:

PRIMARY ACTIVITY: (office, middle school, landfill, etc.)

WILL ACTIVITY CHANGE:

IF YES, HOW:

EMPLOYMENT:

SQUARE FOOTAGE: (building area to be served)

IMMEDIATE SITE USE: (roof top, soccer field, parking lot, etc.)

PERMITS: (list all permits needed and note if they are "Granted", "Pending", "Applied for", or "Not applied for")



TRADITIONAL ENERGY SOURCE	Unit of Measure	Number of Units Consumed Annually	Cost per Unit	Annual Cost of Traditional Energy	Annual Consumption in MMBtu's	Annual Cost per MMBtu
<b>Current Utility Bills</b>						
Electricity	kWh	1,173,500	0	70,410	4,005	17.580
Natural Gas	MCF	2,642	9	24,650	2,642	9.330
				-	-	-
				-	-	-
				-	-	-
<b>Totals</b>				<b>\$ 95,060</b>	<b>6,647</b>	<b>14.301</b>
<b>Estimated Utility Bills after Renewable Energy Project</b>						
Electricity	kWh	880,125	0	52,808	3,004	17.580
Natural Gas	MCF	661	9	6,167	661	9.330
				-	-	-
				-	-	-
				-	-	-
<b>Totals</b>				<b>\$ 58,975</b>	<b>3,665</b>	<b>16.092</b>
<b>Traditional Energy Consumption Offset by Renewable Energy</b>						
Electricity	kWh	293,375	0	17,603	1,001	17.580
Natural Gas	MCF	1,981	9	18,483	1,981	9.330
				-	-	-
				-	-	-
				-	-	-
<b>Totals</b>				<b>\$ 36,085</b>	<b>2,982</b>	<b>12.100</b>

**SIMPLE PAYBACK CALCULATION**

\$ 1,034,000 Total Cost of Project  
 \$ 36,085 Offset Annual Cost (from above)  
 28.65 Simply Payback in Years

GHG REDUCTIONS (Carbon Equivalents) 283 Metric Tons See: <http://www.epa.gov/cleanenergy/energy-resources/calculator.html>

**JOBS**

CREATED:

Full-time:	0.96 FTE
Part-time:	

RETAINED:

Full-time:	
Part-time:	

From page 35 of OMB M-09-21 dated June 22, 2009 "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009":

**5.3 What methodology should recipients use when calculating the number of jobs created or retained?**

The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into "full-time equivalent" (FTE) jobs. In order to perform the calculation, a recipient will need the total number of hours worked that are funded by the Recovery Act. The recipient will also need the number of hours in a full-time schedule for a quarter. The formula for reporting can be represented as:

$$\text{Cumulative Recovery Act Funded Hours Worked (Qtr 1..n)} = \text{FTE Cumulative Hours in a Full-time Schedule (Qtr 1..n)}$$

**Example:** Assume that a recipient is preparing its first quarterly report and that the recipient's Recovery Act funded work required two full-time employees and one part-time employee working half days for the quarter. Also assume that the recipient's full-time schedule for the quarter is 520 hours (2080 hours in a work-year divided by 4). To convert hours worked to number of FTE for the first quarterly report, aggregate all hours worked and divide by the number of hours in a full-time schedule for the quarter. In this example, full-time hours worked (520 hrs x 2 employees = 1040 hrs) + part-time hours worked (260 hrs) - number of hours in a full-time schedule for the quarter (520 hrs) = 2.5 FTE reported in the first quarterly report. Because jobs are reported cumulatively each quarter, this same number of FTE would be reported for the second quarter if the same number of employees worked the same number of hours.

Reporting is cumulative across the project lifecycle, and will not reset at the beginning of each calendar or fiscal year. In the example above, the 2.5 FTE reported in the first quarterly report will stay the same through the project lifecycle, assuming the same number of employees work the same number of hours. The table below shows the FTE calculations through the lifecycle of an 18 month project that uses full-time, part-time, and temporary workers.

Period	3rd qtr	4th qtr	1st qtr	2nd qtr	3rd qtr	4th qtr
Full-Time Schedule	520	1040	1560	2080	2600	3120
Full Time Employee 1	520	1040	1560	2080	2600	3120
Full Time Employee 2	520	1040	1560	2080	2600	3120
Part Time Employee (half time)	260	520	780	1040	1300	1560
Temporary Employee (650 hrs.)	0	0	130	390	650	650
Total Hours Worked	1300	2600	4030	5500	7150	8450
Quarterly FTE	2.50	2.50	2.58	2.69	2.75	2.71

PROJECT SYNOPSIS: (enter a concise project description here)

Geothermal system for the municipal offices/police department, & community center. One well field would provide geothermal for both facilities (adjacent to each other). Existing vertical indoor split direct expansion AC units to be replaced with vertical heat pump units. Outdoor fluid cooler to be incorporated with the geothermal loop. Existing ductwork to largely remain in place. Air flows to certain areas within the facilities may be modified to meet design needs.





PARTNERS (consultants, contractors, engineers, manufacturer reps., vendors, etc.)

ORGANIZATION NAME:	Energy Solutions Professionals
ADDRESS:	9218 Metcalf
CITY:	Overland Park
STATE:	KS
ZIP:	66212
CONTACT PERSON:	Bob Miller
EMAIL:	bob@energyesp.com
TELEPHONE:	913-381-2800
FAX:	913-273-1499
SERVICES:	
DUNS#:	

ORGANIZATION NAME:	
ADDRESS:	
CITY:	
STATE:	
ZIP:	
CONTACT PERSON:	
EMAIL:	
TELEPHONE:	
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SERVICES:	
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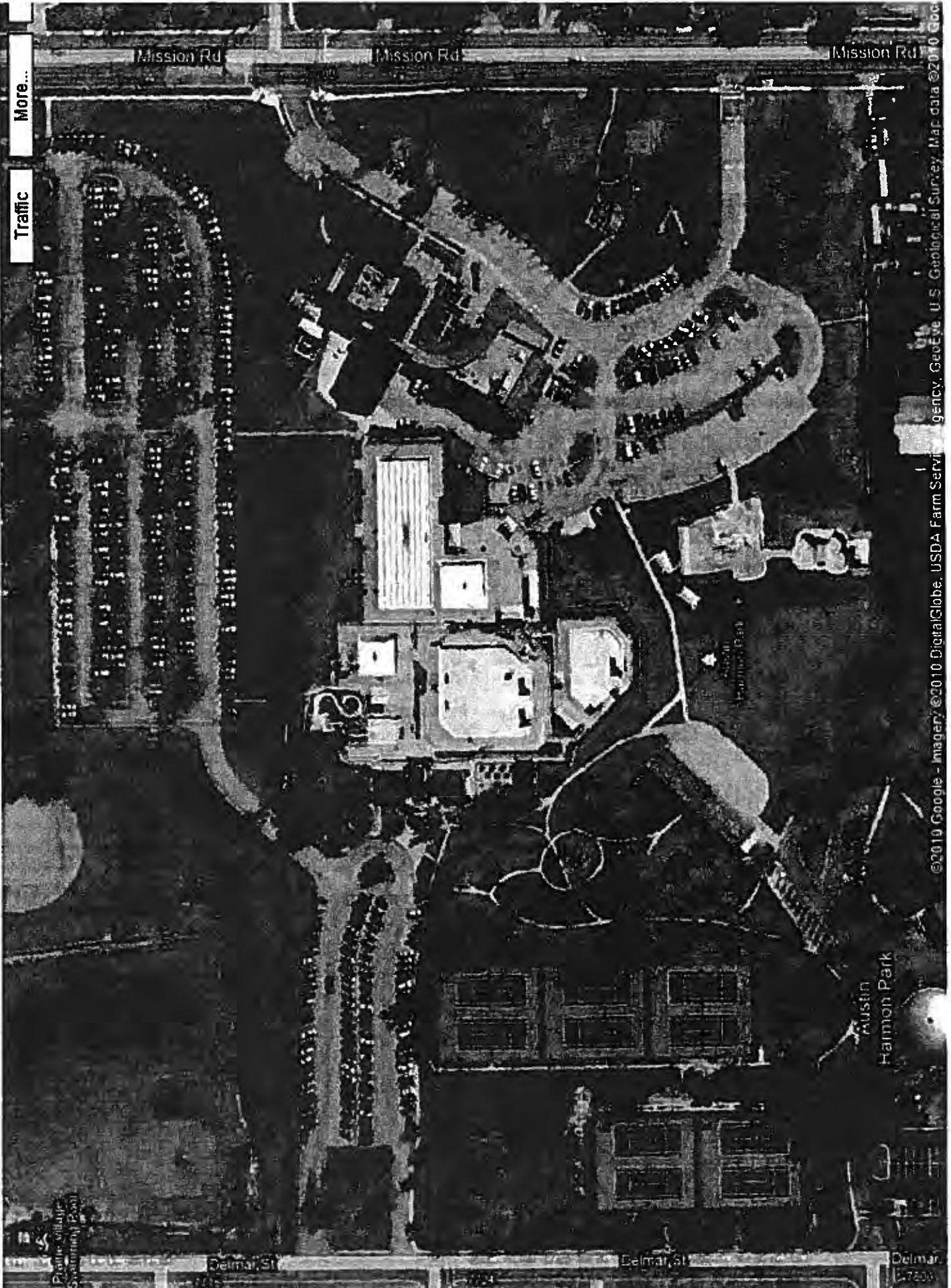
ORGANIZATION NAME:	
ADDRESS:	
CITY:	
STATE:	
ZIP:	
CONTACT PERSON:	
EMAIL:	
TELEPHONE:	
FAX:	
SERVICES:	
DUNS#:	

ORGANIZATION NAME:	
ADDRESS:	
CITY:	
STATE:	
ZIP:	
CONTACT PERSON:	
EMAIL:	
TELEPHONE:	
FAX:	
SERVICES:	
DUNS#:	

GRANT APPLICATION SCORING CRITERIA

Criterion	Possible Scoring	Weighting	Possible Points
1) Previous awards to Organization (lowers score)	5	1	5
2) Previous awards & EECBG grants in county (lowers score)	5	1	5
3) FCIP participation	5	4	20
4) Grant leverage	5	1	5
5) Renewable Energy MMBtu produced (offset)	5	5	25
6) Simple payback (fewer years is better)	5	2	10
7) GHG reductions	5	1	5
8) Job creation or retention	5	1	5
9) Preparation/Readiness of project	5	4	20
Total			100





More...

Traffic

Mission Rd

Mission Rd

Mission Rd

Public Village  
Swimming Pool

Delmar St

Delmar St

Delmar St

Harmon Park

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CERTIFICATION BY GRANT APPLICANT

Persons signing below hereby warrant that they are authorized to make such affirmations to the Kansas Corporation Commission's State Energy Office. The Applicant also affirms that it will provide any other information that the State Energy Office deems necessary for the execution of a grant should the Applicant be awarded a grant.

Persons signing below attest that, to the best of their knowledge, all information provided in, and in conjunction with, this grant application is current, complete and accurate, and that the funds attained from this grant will be used only for the specified purpose describe in this grant application.

City of Prairie Village,  
Name of Organization Applying for Grant (Applicant)

[Signature]  
Authorized Signature

City Administrator, Quinn Bennion  
Name and Title

June 14, 2010  
Date

   
Authorized Signature

   
Name and Title

   
Date

FOR ENERGY OFFICE USE ONLY

   
Date Grant Application Received

   
Application reviewed by

   
Application Score



# U.S. Department of Energy Ground-Source Heat Pump Questionnaire



**Project Location:** 7700 Mission Road, Prairie Village, KS 66208

**Proposer:**

**Project Contact Information:**

<b>Name:</b> Dave McCauliffe	<b>Title:</b> Building Inspector	<b>Phone:</b> ( 913 ) 381 - 6464	<b>Email:</b> dmcauliffe@pvkansas.com
<b>Name:</b>	<b>Title:</b>	<b>Phone:</b> (    ) -	<b>Email:</b>
<b>Name:</b>	<b>Title:</b>	<b>Phone:</b> (    ) -	<b>Email:</b>
<b>Name:</b>	<b>Title:</b>	<b>Phone:</b> (    ) -	<b>Email:</b>
<b>Name:</b>	<b>Title:</b>	<b>Phone:</b> (    ) -	<b>Email:</b>

**Project Information:** Blue Text = Pull Down Menu

Open or Closed-Looped: Closed

If *Closed-Looped*: Configuration: Vertical

If *Open-Looped*: Draw Source: End Source:

1. What is the total tonnage of this system? 75 tons
  
2. Will the installation of this system require drilling? Yes
  - o How many boreholes will be needed: 36                      Depth: 400'                      Area of Well-Field: 5625 ft.<sup>2</sup>
  - o What type of grout will be used to case the well: Modified bentonite thermal grout
  
3. Will this system require the digging of a trench?: Yes; only to connect horizontal wells
  - o Depth: 3'                      Area of Well-Field:                      ft.<sup>2</sup>
  
4. Will this system use an anti-freeze solution: Yes No
  - o Type: Methanol                      Ratio (Anti-freeze/Water): 25%
  
5. What steps will be to taken to mitigate the risk of fluid leakage?  
Pressure testing of sub-surface piping.
  
6. Would the system be installed in a previously disturbed area?  
No
  
7. Any special design requirements? External fluid cooler will be incorporated on the ground loop



8. Would the system involve above-ground piping? Yes. A small amount of piping will extend above the surface to a fluid cooler that will be utilized to maintain ground temperature throughout the life of the system. Additional piping work will occur within the buildings to connect the geothermal loop to the new geothermal heat pump units.
  
9. Describe the proposed drilling and sub-surface installation. A drilling rig will be utilized to drill 4"-6" holes to a depth of 400'. Polyethylene tubing and heat fused connections will be utilized for the well loops. The well loops will be tied to a central manual valve manifold location with a manhole access. Horizontal piping to connect the well field to the building will also utilize polyethylene piping and heat fused connections. The horizontal piping will extend from the valve manifold to the interior of the building and connect to a pump located on the interior.
  
10. Describe the proposed surface installation. A fluid cooler will be incorporated outdoors to enable ground temperature to be maintained throughout the life of the installation. Polyethylene piping will be utilized within the buildings and connected to newly installed vertical heat pump units.
  
11. Describe ground water resources affiliated with this project. None. Are these resources used for drinking water? NA
  
12. Identify the types of lithology (soils, rock) that would be encountered during installation.

Soil test not yet completed

13. Will this project comply with the Underground Injection Control (UIC) Regulations?

Yes    ~~No~~    Signature:

14. Will this project comply with the National Pollutant Discharge Elimination System (NPDES) Regulations?

Yes    ~~No~~    Signature:

15. Identify all local or state regulations that would be applicable to the proposed installation?

- 2006 International Building Code
- 2005 National Electric Code
- 2006 International Plumbing Code
- 2006 International Mechanical Code
- 2006 International Fuel Gas Code
- 2006 International Fire Code

16. Will this project comply with all State and Local regulations regarding well drilling and geothermal installation?

Yes    ~~No~~    Proposer:

17. What building(s) will be serviced by this system? (Include Name, Sq ft., building usage, etc.)

City Hall / Police Department – 35,500 sq. ft.

Community Center – 2,100 sq. ft.

18. Would the system affect the view or integrity of any historic structure?

~~Yes~~    No

- If so have the appropriate State/Tribal Historic Preservation Offices been contacted regarding this project?

NA    Contact Information:

19. What steps will be taken to control erosion during construction. Sand bags and/or compost filtration would be utilized to control erosion as well as drilling spoils.

20. What, if any, remediation (e.g., re-vegetation) would be undertaken following installation? Re-seeding of surface.

21. Have hazardous chemicals or other contaminants been identified in the proposed installation area? If so, describe or provide a reference to an approved characterization report.

Yes No Describe:

22. How will Non-Hazardous Municipal Waste be processed and disposed of? (Who is responsible for the disposal and where will it be disposed of.) Any materials that can be salvaged will be recycled. Any remaining materials would be disposed through local waste management.

23. Who is the Engineering Company responsible for the design of this system? (Include certifications, previous experience, and contact information).

Energy Solutions Professionals  
Bob Miller, PE, CEM – Vice President Operations  
913-381-2800  
[bob@energyesp.com](mailto:bob@energyesp.com)  
[www.energysolutionsprofessionals.com](http://www.energysolutionsprofessionals.com)

Ground Source Project Experience:  
Wichita State University, Wichita, KS  
Humbolt School District, Humboldt, KS  
Nevada School District, Nevada, MO

24. Who is the Construction Company responsible for the execution of this project? (Include certifications and previous experience)

Energy Solutions Professionals  
Bob Miller, PE, CEM – Vice President Operations  
913-381-2800  
[bob@energyesp.com](mailto:bob@energyesp.com)  
[www.energysolutionsprofessionals.com](http://www.energysolutionsprofessionals.com)

Ground Source Project Experience:  
Wichita State University, Wichita, KS  
Humbolt School District, Humboldt, KS  
Nevada School District, Nevada, MO

25. Describe any other relevant project information:

**\*- Please return the completed form and supply any relevant project information to coordinating DOE official**

## FEDERAL FUNDING CERTIFICATION

Complete this table with funding sources for your project:

<b>Funding Source</b>	<b>Amount</b>
Federal Funding from this Grant	\$250,000
Other Federal Funding	
Non-Federal Funding	\$784,000
<b>Total</b>	<b>\$1,034,000</b>

I certify that other Federal Funding in the amount of \$0.00 is also being used on this project.

Date Prepared: 6/14/2010  
Organization: City of Prairie Village, KS  
Award Number: 3394208

Name: Dave McCauliffe  
Title: Building Inspector  
Contact Number: 913-381-6464  
E-Mail Address: [dmcauliffe@pvkansas.com](mailto:dmcauliffe@pvkansas.com)

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(3/2009) OPI=320  
(Previous Editions Obsolete)

U.S. DEPARTMENT OF ENERGY

ENVIRONMENTAL QUESTIONNAIRE

I. BACKGROUND

The Department of Energy (DOE) National Environmental Policy Act (NEPA) Implementing Procedures (10 CFR 1021) require careful consideration of the potential environmental consequences of all proposed actions during the early planning stages of a project or activity. DOE must determine at the earliest possible time whether such actions will require either an Environmental Assessment or an Environmental Impact Statement, or whether they qualify for a Categorical Exclusion. To comply with these requirements, an Environmental Questionnaire must be completed for each proposed action to provide DOE with the information necessary to determine the appropriate level of NEPA review.

II. INSTRUCTIONS

Separate copies of the Environmental Questionnaire should be completed by the principal proposer and appropriate proposer's subcontractor. In addition, if the proposed project includes activities at different locations, an independent questionnaire should be prepared for each location. Supporting information can be provided as attachments.

In completing this Questionnaire, the proposer is requested to provide specific information and quantities, when applicable, regarding air emissions, wastewater discharges, solid wastes, etc., to facilitate the necessary review. The proposer should identify the location of the project and specifically describe the activities that would occur at that location. In addition, the proposer will be required to submit an official copy of the project's statement of work (SOW) or statement of project objective (SOPO) that will be used in the contract/agreement between the proposer and DOE.

III. QUESTIONNAIRE

A. PROJECT SUMMARY

- 1. Solicitation/Project Number: \_\_\_\_\_
- 2. Proposer: City of Prairie Village
- 3. Principal Investigator: Bob Miller  
Telephone Number: 913-381-2800
- 4. Project Title: City of Prairie Village – Geothermal Heat Pump system
- 5. Duration: 8 months
- 6. Location(s) of Performance (City/Township, County, State): Prairie Village  
Johnson County  
Kansas
- 7. Identify and select checkbox with the predominant project work activities under Group A-7b or A-7c.

Group A-7b

- Work or project activities does NOT involve new building/facilities construction and site preparation activities. This work typically involves routine operation, modification, and retrofit of existing utility and transportation infrastructure, laboratories, commercial buildings/properties, offices and homes, test facilities, factories/power plants, vehicles test stands and components, refueling facilities, greenspace infrastructure, or other existing facilities.

Group A-7c

Work or project activities typically involves major building or facility construction, site preparation; the installation, replacement, or major modifications of energy system prototypes and infrastructure, access right-of-ways and roads; utility, greenspace, and transportation infrastructure, vehicle test facilities; commercial buildings/properties, fuel refinery/mixing facilities, factories/power plants; and other types of energy efficiency/conservation related systems, structures, and facilities. This work can require new or modified regulatory permits, environmental sampling and monitoring requirements, master planning, public involvement, and environmental impact review.

Other types of work or project activities not listed. (please describe):

8. Summarize the objectives of the proposed work. List activities planned at the location as covered by this Environmental Questionnaire. Energy conservation improvements associated with replacing existing heating & air conditioning systems with a geothermal heat pump system.

9. List all other locations where proposed work or project would be performed by project's proposer and subcontractors. 7700 Mission Road, Prairie Village, KS 66208

10. Identify major project operation related materials and waste that would be used, consumed, and produced by this project or activity. Scrap metal from existing units being removed – steel, aluminum, copper; drilling spoils – soil, gravel, rock

11. Provide a brief description of the project location (physical location, surrounding area, adjacent structures). A parking lot sits to the East (front of the building), a grassy area is located between the parking lot and the street. A basketball court is located in this grassy area. Directly to the West is an aquatic center owned and operated by the City of Prairie Village. To the North is a public high school (Shawnee Mission East High School). To the South is a parking lot owned and operated by the City of Prairie Village.

12. Attach a site plan or topographic map of the project work area.

B. ENVIRONMENTAL IMPACTS

This section is designed to obtain information for objectively assessing the environmental impacts of a proposed project. NEPA procedures require evaluations of possible effects (including land use, energy resource use, natural, historic and cultural resources, and pollutants) from proposed projects on the environment.

1. Land Use

a. Characterize present land use where the proposed project would be located.

- |                                   |  |  |  |
|-----------------------------------|--|--|--|
| <input type="checkbox"/> Urban    | <input type="checkbox"/> Industrial        | <input checked="" type="checkbox"/> Commercial | <input type="checkbox"/> Agricultural        |
| <input type="checkbox"/> Suburban | <input type="checkbox"/> Rural             | <input type="checkbox"/> Residential           | <input type="checkbox"/> Research Facilities |
| <input type="checkbox"/> Forest   | <input type="checkbox"/> University Campus | <input type="checkbox"/> Other                 |  |

b. Describe how land use would be affected by planned construction and project activities.  
 No construction would be anticipated for this project.

c. Describe any plans to reclaim/replant areas that would be affected by the proposed project.  
 No land areas would be affected.

Ground would be disturbed to install the geothermal wells. Once the well field is completed, grass seed would be replanted.

- d. Would the proposed project affect any unique or unusual landforms (e.g., cliffs, waterfalls, etc.)?  
 No       Yes (describe)
- e. Would the proposed project be located in or near a national park or wilderness area?  
 No       Yes (describe)

*If project work activities falls under item A-7b; then proceed directly to question B.6 (Atmospheric Conditions/Air Quality) and continue to fill out questionnaire.*

*If project work falls under item A-7c; then proceed directly below to question B.2 (Construction Activities and/or Operations) and continue to fill out questionnaire.*

**2. Construction Activities and/or Operations**

- a. Identify any roads, trails, or utility right of ways that traverse the proposed site or will be constructed and clearly mark them on project site maps.  
 None
- b. Would the proposed project require the construction of settling ponds?  
 No       Yes (describe and identify location, and estimate surface area disturbed)
- c. Would the proposed project affect any existing body of water?  
 No       Yes (describe)
- d. Would the proposed project be located in or impact a floodplain or wetland?  
 No       Yes (describe)
- e. Would the proposed project be likely to cause runoff/sedimentation/erosion?  
 No       Yes (describe)

**3. Vegetation and Wildlife Resources**

- a. Identify any State- or Federal-listed endangered or threatened plant or animal species affected by the proposed project.  
 None
- b. Would any foreign substances/materials be introduced into ground or surface waters, or other earth/geologic resource because of project activities? Would these foreign substances/materials affect the water, soil, and geologic resources?  
 No       Yes (a thermal grout will be utilized within each geothermal well to aid the heat transfer. This would not affect water, soil, etc.)
- c. Would any migratory animal corridors be impacted or disrupted by the proposed project?  
 No       Yes (describe)

**4. Socioeconomic and Infrastructure Conditions.**

- a. Would local socio-economic changes result from the proposed project?  
 No       Yes (describe)



- b. Would the proposed project generate increased traffic use of roads through local neighborhoods, urban or rural areas?  
 No       Yes (describe)
- c. Would the proposed project require new transportation access (roads, rail, etc.)? Describe location, impacts, costs.  
 No       Yes (describe)
- d. Would any new transmission lines and/or power line right-of-ways be required?  
 No       Yes (describe location, voltage, and length of line)

**5. Historical/Cultural Resources**

- a. Describe any historical, archeological, or cultural sites in the vicinity of the proposed project; note any sites included on the National Register of Historic Places.  
 None
- b. Would construction or operational activities planned under the proposed project disturb any historical, archeological, or cultural sites?  
 No planned construction       No historic sites       Yes (describe)
- c. Would the proposed project interfere with visual resources (e.g., eliminate scenic views) or alter the present landscape?  
 No       Yes (describe)

*For all proposed project work activities identified under item A-7b, respond to item B6 directly below and continue filling out environmental questionnaire.*

**6. Atmospheric Conditions/Air Quality**

- a. Identify air quality conditions in the immediate vicinity of the proposed project with regard to attainment of National Ambient Air Quality Standards (NAAQS). This information is available under the NAAQS tables from the U.S. EPA Air and Radiation Division. *To be determined during the design development stage of the project.*

	<u>Attainment</u>	<u>Non-Attainment</u>
O <sub>3</sub>	<input type="checkbox"/>	<input type="checkbox"/>
SO <sub>x</sub>	<input type="checkbox"/>	<input type="checkbox"/>
PM <sub>10</sub>	<input type="checkbox"/>	<input type="checkbox"/>
CO	<input type="checkbox"/>	<input type="checkbox"/>
NO <sub>2</sub>	<input type="checkbox"/>	<input type="checkbox"/>
Lead	<input type="checkbox"/>	<input type="checkbox"/>

- b. Would proposed project require issuance of new or modified major source air quality permits?  
 No       Yes (describe)
- c. Would the proposed project be in compliance with the National Emissions Standards for Hazardous Air Pollutants?  
 No (explain)       Yes
- d. Would the proposed project be classified as either a New Source or a major modification to an existing source?  
 No       Yes (describe)
- e. Would the proposed project be in compliance with the New Source Performance Standards?  
 Not Applicable       No (explain)       Yes

- f. Would the proposed project be subject to prevention of significant deterioration air quality review?  
 Not applicable     No (explain)     Yes (describe)
- g. What types of air emissions, including fugitive emissions, would be anticipated from the proposed project?  
 None
- h. Would any types of emission control or particulate collection devices be used?  
 No     Yes (describe, including collection efficiencies)
- i. If no control devices are used, how would emissions be vented? NA

#### 7. Hydrologic Conditions/Water Quality

- a. What is the closest body of water to the proposed project area and what is its distance from the project site?  
 Neighborhood storm water retention pond at 90<sup>th</sup> & Mission Road. Approximately ½ mile south of the site.
- b. What sources would supply potable and process water for the proposed project?  
 Local water district of Johnson County
- c. Quantify the daily or annual amount of wastewater that would be generated by the proposed project.  
 None
- d. Identify the local treatment facility that would receive wastewater from the proposed project.  
 No discharges to local treatment facility
- e. Describe how wastewater would be collected and treated.  
 NA
- f. Would any run-off or leachates be produced from storage piles or waste disposal sites?  
 No     Yes (describe source)
- g. Would project require issuance of new or modified water permits to perform project work or site development?  
 No     Yes (describe)
- h. Where would wastewater effluents from the proposed project be discharged?  
 No wastewater produced
- i. Would the proposed project be permitted to discharge effluents into an existing body of water?  
 No     Yes (describe water use and effluent impact)
- j. Would a new or modified National Pollutant Discharge Elimination System (NPDES) permit be required?  
 No     Yes (describe)
- k. Would the proposed project adversely affect the quality or movement of groundwater?  
 No     Yes (describe)

#### 8. Solid and Hazardous Wastes

- a. Describe and estimate major nonhazardous solid wastes that would be generated from the project. Solid wastes are defined as any solid, liquid, semi-solid, or contained gaseous material that is discarded or has served its intended purpose, or is a manufacturing or mining by-product (40 CFR 260, Appendix I). Soil, sand, gravel, rock, copper, steel, aluminum.



**ATTACHMENT B**  
**TERMS AND CONDITIONS**

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## **Attachment B: Special Terms and Conditions for Recipients of Renewable Energy Incentives and Public Projects Grants**

This attachment summarizes the requirements for all recipients, both Grantees and Subcontractors, of the U.S. Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) funds authorized under the American Recovery and Reinvestment Act of 2009 (ARRA). **These requirements must be met in order to receive reimbursement for expenditures associated with these EECBG-funded programs—Renewable Energy Incentives and Public Projects—administered by the State Energy Office.** Please note that some requirements apply to both Grantees and Subcontractors.

### **Definitions**

- **Grantees** are the representatives of cities, counties, or other eligible entities that received funds directly from the State Energy Office and signed a contract with the KCC. (Grantees are sometimes termed Subrecipients and Subawardees in DOE literature.)
- **Subcontractors** are anyone hired by Grantees or by another Subcontractor. **Prime Contractors** are the primary contractors on the project (may be the same individual as the Grantee).
- **Official designees** are individuals with a legally defined fiduciary responsibility for Grantees or Subcontractors.

### **DOE Flowdown Requirements**

The State Energy Office strongly recommends that Grantees and Contractors review the U.S. DOE Subrecipient or Subcontractor Flowdown Requirements, which are included on pages 6 – 33 of this document. The State Energy Office reserves the right to add to this list of required information, as required by the U.S. Department of Energy.

### **Forms**

Forms referenced herein are contained in Attachment B and are also available electronically on the State Energy Office web site: ([http://kcc.ks.gov/energy/arra/eecbg\\_info.htm](http://kcc.ks.gov/energy/arra/eecbg_info.htm)). The Certified Payroll Form WH-347 and Request for Reimbursement must be submitted by regular US Mail. All other forms may be submitted electronically.

*Email submission:* Forms that may be sent by email should be addressed to [eecbgreporting@kcc.ks.gov](mailto:eecbgreporting@kcc.ks.gov).

*U.S. mail submission:* The Certified Payroll Form WH-347 and Request for Reimbursement should be addressed to the State Energy Office, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074.

*Fax submission:* 785-271-3268

**State Energy Office Contact Person:** If you have questions or need more information, contact:

Ann Furlong, Compliance Officer for Federal Programs  
[a.furlong@kcc.ks.gov](mailto:a.furlong@kcc.ks.gov)  
785-271-3121

## Requirements for Grantees

- 1) **Comply with All Federal Labor and Environmental Regulations:** As with any project, Grantees must comply with all federal regulations, such as those relating to Equal Employment Opportunity, Copeland “Anti-Kickback” Provisions, and EPA environmental regulations. *All* federal regulations referenced in the Subcontractor Flowdown Requirements are listed on the State Energy Office web site ([http://kcc.ks.gov/energy/arra/eecbg\\_info.htm](http://kcc.ks.gov/energy/arra/eecbg_info.htm)).
- 2) **Comply with Federal “Buy American” Provisions:** Federal law requires that “all iron, steel and manufactured goods used in the project [be] produced in the United States,” unless the cost would be “unreasonable” OR these items cannot be purchased domestically in “sufficient and reasonably available quantities and ... quality.” Records of purchases must be kept which document that domestic items were used. These are subject to on-site review. Unreasonable costs are defined as those that increase the “cost of the overall project by more than 25%.” The following items are excluded from this provision, as there are no domestic suppliers:
  - a) Fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts that are capable of operating the lamps below 50% of their rated light output).
  - b) Pin-based and screw-based Compact Fluorescent Lamps (with the exception of plug-ins longer than 10 inches).
  - c) LED Traffic lights, arrows and crosswalk signals.

Grantees/Contractors unable to find a domestic manufacturer must contact the State Energy Office and complete the Buy American Exclusion Form. This form must be signed by Grantees or by their official designees. For more information about requesting waivers, see online information at [http://www1.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www1.eere.energy.gov/recovery/buy_american_provision.html).

- 3) **Post a Notice Regarding Whistleblower Protection:** Any non-federal employer receiving ARRA funds is required to post a notice regarding whistleblower protections at all ARRA job sites. The Whistleblower Rights poster, entitled “Know Your Rights Under the Recovery Act,” is available online: <http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx>.
- 4) **Maintain Separate Accounting:** Grantees must segregate the obligations and expenditures related to the EECBG grant funding and revise financial and accounting systems, as needed, to segregate, track, and maintain these funds apart and separate from other revenue streams.
- 5) **Submit Monthly Request for Reimbursement to the State Energy Office:** By the 5<sup>th</sup> day of each month, Grantees must submit the Request for Reimbursement of Services form (using the appropriate Renewable Energy Incentives or Public Projects form) to the State Energy Office, along with supporting documentation (e.g., invoices), for the portion of the project completed during the previous month.
  - a) The request form must be signed by Grantees or their official designees.
  - b) Faxed copies may be submitted to the State Energy Office to speed payment, but they must be followed up with the original certified form sent by U.S. mail.
- 6) **Include “Subgrant Flowdown Provisions for Financial Assistance Awards” in All Contracts with Subcontractors:** If Grantees issue a contract with a Subcontractor, the contract must include the 13 provisions from the federal regulation 10 CFR 600.236, “Procurement”, Section (i) “Contract Provisions” (see pages 6 and 7 of this document). In



addition, the contract must include the “Subgrant Flowdown Provisions for EECBG Financial Assistance Awards” (see page 8 in this attachment).

- 7) **Within Five (5) Business Days of Issuing a Contract, Complete Federal Standard Form 1413 and Accompanying “Buy-American” Certification:** Grantees must complete federal Form 1413, which identifies the prime contractor and any subcontractors and ensures that the subcontractor passes through various standard clauses included in the prime contract. Grantees will submit this federal form, along with the Buy-American Certification Form, to the State Energy Office.
- 8) **Submit Original Certified Payroll Forms from Subcontractors on a Weekly Basis:** On a weekly basis, Grantees must collect certified payroll form required by the U.S. Department of Labor Form WH-347 (see Attachment B) and send by U.S. mail to the State Energy Office, ATTN: Davis-Bacon, 1300 SW Arrowhead Road, Suite 100, Topeka, Kansas 66604-4074. **This form must be signed by the Subcontractor or by their official designee.**
- 9) **Maintain Payroll Records for Three (3) Years:** All Grantees employing individuals, as described above, must retain payroll records for three years following the completion of the project.
- 10) **Submit Quarterly Milestone Reports:** On a quarterly basis, Grantees must submit reports on progress towards their project milestones. Forms should be submitted electronically to [eecbgreporting@kcc.ks.gov](mailto:eecbgreporting@kcc.ks.gov). *Note: At the outset of the project, Grantees will work with Energy Office staff to establish milestones.*
  - Reports must be submitted by the 10<sup>th</sup> day of the month following the end of the calendar quarter (January 10, April 10, July 10, and October 10).
  - Renewable Energy Incentives Grantees will submit SEO Form 6A; Public Project Grantees will submit SEO Form 6B.
- 11) **At Project Completion, Submit Reporting Metrics:** Grantees must submit the appropriate Reporting Metrics forms during the month following the completion of a project (see below for more details). Forms must be signed by Grantees or their official designees. Forms should be submitted electronically to [eecbgreporting@kcc.ks.gov](mailto:eecbgreporting@kcc.ks.gov).
  - **Renewable Energy Incentives:** For projects that involve the installation of more than one generating source, Grantees must submit project reporting metrics on SEO Form 3A (see Attachment B) by the 10<sup>th</sup> day of the month following the month in which installation of each source (e.g., each wind turbine in a multi-turbine project) was completed. Otherwise, Grantees will submit one Reporting Metrics form by the 10<sup>th</sup> day of the month following the month in which a project is completed.
  - **Public Projects:** Grantees must submit project reporting metrics on SEO Form 3B (see Attachment B) by the 10<sup>th</sup> day of the month following completion of each building retrofit.
- 12) **When Project is Complete, Submit Engineering Stamp or Assurance from Building Inspector, and Waste Management Plan:** By the 15<sup>th</sup> day of the month following the month in which the project is completed, Grantees must submit the items listed below:
  - a) A document with an engineering stamp or an “Assurance from Building Inspector” to certify that all retrofits or structural changes included in funded project are structurally

sound and meet applicable permitting requirements and codes for the local jurisdiction.

- b) The completed Waste Management Plan, including the Pre- and Post-construction worksheets. These forms must be signed by Grantees or their official designees and mailed to the State Energy Office, along with the final invoice (see #5, pg. 2).

## Requirements for Subcontractors

- 1) **Pay Employees Davis-Bacon Wages on a Weekly Basis:** Davis-Bacon Labor Act (DBLA) regulations requires Subcontractors to pay all laborers and mechanics employed at the project site at least once a week and at a wage rate not less than those listed on the Davis-Bacon Wage Determinations by State web site (<http://www.gpo.gov/davisbacon/allstates.html>). The wage rate is listed by county and applies to the county in which the project is located. **Because wage rates change periodically, subcontractors should retain a copy of the wage decisions in effect at the time of the grant award and use these for the entire project.**
- 2) **Post Wage Determination and Davis-Bacon Poster at Work Site:** Subcontractors must display the Davis-Bacon wage determination and Poster (WH-1321) at all times in a prominent and accessible place at the work site where it can be seen by the workers. Poster is available on the State Energy Office web site ([http://kcc.ks.gov/energy/arra/eecbg\\_info.htm](http://kcc.ks.gov/energy/arra/eecbg_info.htm)).
- 3) **Submit Original Certified Payroll Forms on Weekly Basis:** On a weekly basis, subcontractors must complete U.S. Department of Labor certified payroll Form WH-347 (see Attachment B) and send by U.S. mail to the Grantee. This form must be signed by the subcontractor, or by their official designees.
- 4) **Maintain Payroll Records for Three (3) Years:** All subcontractors working on the project must retain payroll records for three years following the completion of the project.
- 5) **Include “Subgrant Flowdown Provisions for Financial Assistance Awards” in All Contracts with Subcontractors:** If Subcontractors issue a contract with another Subcontractor, the contract must include the 13 provisions from the federal regulation 10 CFR 600.236, “Procurement”, Section (i) “Contract Provisions” (see pages 6 and 7 of this document). In addition, the contract must include the “Subgrant Flowdown Provisions for EECBG Financial Assistance Awards” (see page 8 of this document).
- 6) **Comply with All Federal Labor and Environmental Regulations:** As with any project, Subcontractors must comply with all federal regulations, such as those relating to Equal Employment Opportunity, Copeland “Anti-Kickback” Provisions, and EPA environmental regulations. *All* federal regulations referenced in the Subcontractor Flowdown Requirements are listed on the State Energy Office web site ([http://kcc.ks.gov/energy/arra/EECBG\\_forms.htm](http://kcc.ks.gov/energy/arra/EECBG_forms.htm)).
- 7) **Comply with Federal “Buy American” Provisions:** Federal law requires that “all iron, steel and manufactured goods used in the project [be] produced in the United States” unless the cost would be “unreasonable” OR these items cannot be purchased domestically in “sufficient and reasonably available quantities and ... quality.” In addition to signing and submitting the Buy American Certification form to the State Energy Office, records of purchases must be kept which document that domestic items were used. These are subject to on-site review. Unreasonable costs are defined as those that increase the “cost of the overall project by more

than 25%.” The following items are excluded from this provision, as there are no domestic suppliers:

- a) Fluorescent electronic lighting ballasts (with the exception of electronic dimming ballasts that are capable of operating the lamps below 50% of their rated light output).
- b) Pin-based and screw-based Compact Fluorescent Lamps (with the exception of plug-ins longer than 10 inches).
- c) LED Traffic lights, arrows and crosswalk signals.

Subcontractors unable to find a domestic manufacturer must contact the Grantee and the Grantee will complete the Buy American Exclusion Form. For more information about requesting waivers, see online information at

[http://www.l.eere.energy.gov/recovery/buy\\_american\\_provision.html](http://www.l.eere.energy.gov/recovery/buy_american_provision.html).

- 8) **Post a Notice Regarding Whistleblower Protection:** Any non-federal employer receiving ARRA funds is required to post a notice regarding whistleblower protections at all ARRA job sites. The Whistleblower Rights poster, entitled “Know Your Rights Under the Recovery Act”, is available online:

<http://www.recovery.gov/Contact/ReportFraud/Pages/WhistleBlowerInformation.aspx>.

- 9) **Maintain Separate Accounting:** Subcontractors must segregate the obligations and expenditures related to the EECBG grant funding and revise financial and accounting systems, as needed, to segregate, track, and maintain these funds apart and separate from other revenue streams.

### Summary of Regular Reporting Requirements for the Grantee

The Certified Payroll Form (Federal Form WH-347) and Request for Reimbursement must be submitted by regular US mail. All others may be e-mailed to [eecbgreporting@kcc.ks.gov](mailto:eecbgreporting@kcc.ks.gov).

Item	Due Date
1. Certified Payroll form (Federal Form WH-347)	Weekly
2. Request for Reimbursement and supporting documentation - Renewable Energy Incentives grantees only (SEO Form 2A)	Monthly, by 5 <sup>th</sup> day of each month
3. Request for Reimbursement and supporting documentation - Public Projects grantees only (SEO Form 2B)	Monthly, by 5 <sup>th</sup> day of each month
4. Reporting Metrics – Renewable Energy Incentives grantees only (SEO Form 3A)	At completion, by 10 <sup>th</sup> day of month following project completion
5. Reporting Metrics- Public Project grantees only (SEO Form 3B)	At completion, by 10 <sup>th</sup> day of month following project completion
4. Milestones – Renewable Energy Incentives grantees only (SEO Form 6A)	April 10 <sup>th</sup> , July 10 <sup>th</sup> , October 10 <sup>th</sup> , and January 10 <sup>th</sup>
5. Milestones- Public Project grantees only (SEO Form 6B)	April 10 <sup>th</sup> , July 10 <sup>th</sup> , October 10 <sup>th</sup> , and January 10 <sup>th</sup>
6. Prime Contractor and Subcontractor Assurances (Federal Form 1413) and “Buy-American” Certification (SEO Form 5)	Within 5 business days after issuance of the prime contract or lower-tier subcontract.
7. Application to Purchase Non-Domestically Produced Iron, Steel or Manufactured Goods (SEO Form 4).	As soon as lack of domestic sourcing of these items is apparent
8. Engineering Stamp or Assurance from Building Inspector	At completion, by 15 <sup>th</sup> day of month following project completion
9. Waste Management Plan Template (SEO Form 1)	At completion, by 15 <sup>th</sup> day of month following project completion

## DOE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM SUBRECIPIENT OR SUBCONTRACTOR FLOWDOWN REQUIREMENTS

Subawardees who receive federal funds under an assistance agreement shall comply with the flowdown requirements for subawardees specified in the “Special Provisions Relating to Work Funded under American Recovery and Reinvestment Act of 2009” which apply to this award. Additionally, as required by 10 CFR 600.2(b), 10 CFR 600.236, and 10 CFR 600.237, any new, continuation, or renewal award and any subsequent subaward shall comply with any applicable Federal statute, Federal rule, Office of Management and Budget (OMB) Circular and Government-wide guidance in effect as of the date of such award. These requirements include, but are not limited to the following:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. In addition to 10 CFR 600, Appendix A, Generally Applicable Requirements, the National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm) apply.
- c. 2 CFR 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110).”
- d. OMB Circular A-102, “Grants and Cooperative Agreements with State and Local Governments” Common Rules.
- e. OMB Circular A-21, “Cost Principles for Educational Institutions,” OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments,” OMB Circular A-122, “Cost Principles for Non-Profit Organizations,” or FAR at 48 CFR Part 31, “Contract Cost Principles and Procedures,” for Profit Organizations, as applicable.
- f. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.”
- g. Subawardee Application/proposal as approved by DOE.

The following pages set forth subgrant flowdown provisions suggested for use in issuing subawards. **Recipients are also advised that all contracts must include the provisions in 10 CFR 600.236, “Procurement,” Section (i) “Contract Provisions,” numbers 1-13.**

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.

- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**DOE SUBGRANT FLOWDOWN PROVISIONS FOR EECBG FINANCIAL ASSISTANCE  
AWARDS: SPECIAL TERMS AND CONDITIONS**

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## **1. RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

## **2. CEILING ON ADMINISTRATIVE COSTS**

### **STATES**

- a. State Recipients may not use more than 10 percent of amounts provided under the program for administrative expenses (EISA Sec 545 (c)(4)). These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

### **LOCAL GOVERNMENT (Cities & Counties) and INDIAN TRIBES**

- a. Local government and Indian Tribe Recipients may not use more than 10 percent of amounts provided under this program, or \$75,000, whichever is greater (EISA Sec 545 (b)(3)(A)), for administrative expenses, excluding the costs of meeting the reporting requirements under Title V, Subtitle E of EISA. These costs should be captured and summarized for each activity under the Projected Costs Within Budget: Administration.
- b. Recipients are expected to manage their administrative costs. DOE will not amend an award solely to provide additional funds for changes in administrative costs. The Recipient shall not be reimbursed on this project for any final administrative costs that are in excess of the designated 10 percent administrative cost ceiling. In addition, the Recipient shall neither count costs in excess of the administrative cost ceiling as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer.

## **3. LIMITATIONS ON USE OF FUNDS**

- a. By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, for gambling establishments, aquariums, zoos, golf courses or swimming pools.
- b. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(B)), for the establishment of revolving loan funds.
- c. Local government and Indian tribe Recipients may not use more than 20 percent of the amounts provided or \$250,000, whichever is greater (EISA Sec 545 (b)(3)(C)), for subgrants to nongovernmental organizations for the purpose of assisting in the implementation of the energy efficiency and conservation strategy of the eligible unit of local government or Indian tribe.

#### **4. REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFIT COSTS**

- a. The Recipient is expected to manage their final negotiated project budgets, including their indirect costs and fringe benefit costs. DOE will not amend an award solely to provide additional funds for changes in the indirect and/or fringe benefit costs or for changes in rates used for calculating these costs. DOE recognizes that the inability to obtain full reimbursement for indirect or fringe benefit costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the Recipient's cost share.
- b. If actual allowable [indirect and/or fringe benefit] costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.

#### **5. USE OF PROGRAM INCOME**

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and used to further eligible project objectives.

#### **6. STATEMENT OF FEDERAL STEWARDSHIP**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

#### **7. SITE VISITS**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

#### **8. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Additional Recovery Act Reporting Requirements are found in the Provision below labeled: "REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT."

#### **9. PUBLICATIONS**



- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:* “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

*Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

## **10. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS**

You must obtain any required permits, ensure the safety and structural integrity of any repair, replacement, construction and/or alteration, and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## **11. LOBBYING RESTRICTIONS**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## **12. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project.

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

## **13. HISTORIC PRESERVATION**

Prior to the expenditure of Project funds to alter any historic structure or site, the Recipient or subrecipient shall ensure that it is compliant with Section 106 of the National Historic Preservation Act (NHPA),

consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. If applicable, the Recipient or subrecipient must contact the State Historic Preservation Officer (SHPO), and the Tribal Historic Preservation Officer (THPO) to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link:

<http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>. Section 110(k) of the NHPA applies to DOE funded activities.

If applicable, the Recipient or subrecipient certifies that it will retain sufficient documentation, to demonstrate that the Recipient or subrecipient has received required approval(s) from the SHPO or THPO for the Project. Recipients or subrecipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106. The Recipient or subrecipient shall deem compliance with Section 106 of the NHPA complete only after it has received this documentation. The Recipient or subrecipient shall make this documentation available to DOE on DOE's request (for example, during a post-award audit).

#### **14. WASTE STREAM**

The Recipient assures that it will create or obtain a waste management plan addressing waste generated by a proposed Project prior to the Project generating waste. This waste management plan will describe the Recipient's or subrecipient's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos) generated as a result of the proposed Project. The Recipient shall ensure that the Project is in compliance with all Federal, state and local regulations for waste disposal. The Recipient shall make the waste management plan and related documentation available to DOE on DOE's request (for example, during a post-award audit).

#### **15. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS**

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

#### **16. SUBGRANTS AND LOANS**

- a. The Recipient hereby warrants that it will ensure that all activities by sub-grantee(s) and loan recipients to accomplish the approved Project Description or Statement of Project Objectives are eligible activities under 42 U.S.C. 171534(1)-(13). State recipients hereby warrant that they will ensure that all activities by sub-grantee(s) and loan recipients pursuant to 42 U.S.C. 17155(c)(1)(A) to accomplish the approved Project Description or Statement of Project objects are eligible activities under 42 U.S.C. 171534(3)-(13).
- b. Upon the Recipient's selection of the sub-grantee(s) and loan recipients, the Recipient shall notify (i.e. approval not required) the DOE Contracting Officer with the following information for each, regardless of dollar amount:
  - Name of Sub-Grantee
  - DUNS Number
  - Award Amount
  - Statement of work including applicable activities

State recipients shall notify the DOE Contracting Officer with the above information within 180 days of the award date in Block 27 of the Assistance Agreement Cover Page.

- c. In addition to the information in paragraph b. above, for each sub-grant and loan that has an estimated cost greater than \$2,000,000, the recipient must submit for approval by the Contracting Officer, a SF424A Budget Information – Nonconstruction Programs, and PMC 123.1 Cost Reasonableness Determination for Financial Assistance (available at <http://www.eere-pmc.energy.gov/forms.aspx>).

## **17. JUSTIFICATION OF BUDGET COSTS**

- a. In the original application, the recipient did not provide sufficient information to justify the approval or release of funds for the proposed activities. In order to receive reimbursement for the costs associated with the activities listed in the approved Statement of Project Objectives (SOPO), a justification for all proposed costs must be submitted to the DOE Contracting Officer.
- b. The Recipient must provide justification for the following costs:

### **Personnel Costs:**

The Recipient must submit cost justification for the following personnel costs: for approval by the Contracting Officer.

### **Fringe Benefit Costs:**

The Recipient must submit a fringe benefit rate proposal/agreement for approval by the Contracting Officer.

### **Travel Costs:**

The Recipient must submit cost justification for the following travel costs: for approval by the Contracting Officer.

### **Equipment Costs:**

The Recipient must submit vendor quotes for equipment with an individual item cost of \$50,000 or more, for approval by the Contracting Officer.

### **Supplies Costs:**

The Recipient must submit cost justification for the following supplies costs: for approval by the Contracting Officer.

### **Contractual Costs:**

1. The recipient shall provide the following information for each individual or company that will receive EECBG funding, regardless of dollar amount:

- Name
- DUNS Number
- Award Amount
- Statement of work including applicable activities
- NEPA documentation, as applicable

2. In addition to the information in paragraph 1. above, for each individual or company that has an estimated cost greater than \$2,000,000, the Recipient must submit a separate SF424A Budget Information – Nonconstruction Programs, and Budget Justification. The DOE Contracting Officer may require additional information concerning these individuals or companies prior to providing written approval.

**Other Direct Costs:**

The Recipient must submit cost justification for the following other direct costs: for approval by the Contracting Officer.

**Indirect Costs:**

The Recipient must submit an indirect rate proposal/agreement for approval by the Contracting Officer.

- c. Upon written notification and/or approval by the Contracting Officer, the Recipient may then receive payment for the activities listed in the approved SOPO for allowable costs incurred in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement. These written notifications and/or approvals will be incorporated into the award by formal modification at a future date.

**18. ADVANCE UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS**

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the Recipient under this award pertaining to the programs identified herein. By accepting this award, the Recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The Recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient.

**19. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)**

**Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to

complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

## Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

## Special Provisions

### A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

### B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

### C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

#### D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

#### E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

##### Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or

- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

#### G. Reserved

#### H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

#### J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor – For funds provided to any State or agency thereof by the American

Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

#### L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

#### **20. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT**

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

#### **21. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

\*Special Note: Definitization of the Provisions entitled, “REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” and “REQUIRED USE OF AMERICAN IRON, STEEL, AND



MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009” will be done upon definition and review of final activities.

**22. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

If the Recipient determines at any time that any construction, alteration, or repair activity on a public building or public works will be performed during the course of the project, the Recipient shall notify the Contracting Officer prior to commencing such work and the following provisions shall apply.

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act*. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Items Cost Comparison**

Description	Unit of measure	Quantity	Cost(dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\*Include all delivery costs to the construction site.

**24. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT**

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR

5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## **25. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS**

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## **26. DAVIS-BACON ACT AND CONTRACT WORKHOURS AND SAFETY STANDARD ACT**

**Definitions:** For purposes of this provision, “Davis Bacon Act and Contract Work Hours and Safety Standards Act,” the following definitions are applicable:

(1) “Award” means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon

Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**(a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and, without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, *provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship

programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.



(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**(b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**(c) Recipient Responsibilities for Davis Bacon Act**

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (i) Obtain, maintain, and monitor all Davis Bacon Act (DBA) certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (ii) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (iii) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (ii) above;
- (iv) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (v) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (vi) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (vii) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (viii) Provide copies of all records upon request by DOE or DOL in a timely manner.

**(d) Rates of Wages**

The prevailing wage rates determined by the Secretary of Labor can be found at <http://www.wdol.gov/>.

## **Attachment C: State and Federal Forms for Renewable Energy Incentives and Public Projects Grants**

This attachment contains all of the State Energy Office (SEO) and federal forms referenced in Attachment A. These forms are also available electronically on the State Energy Office web site: ([http://kcc.ks.gov/energy/arra/EECBG\\_info.htm](http://kcc.ks.gov/energy/arra/EECBG_info.htm)).

The Request for Reimbursement of Services (SEO Forms 2A and 2B) and Federal Form WH-347 must be sent by U.S. mail and should be addressed to the State Energy Office, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074.

Other forms should be e-mailed to [eecbgreporting@kcc.ks.gov](mailto:eecbgreporting@kcc.ks.gov).

### **List of Forms**

SEO Form 1 – State of Kansas Waste Management Plan Template  
SEO Form 2A – Request for Reimbursement of Services – Renewable Energy Incentives  
SEO Form 2B – Request for Reimbursement of Services – Public Projects  
SEO Form 3A – Project Reporting Metrics – Renewable Energy Incentives  
SEO Form 3B – Project Reporting Metrics – Public Projects  
SEO Form 4 – Application to Purchase Non-Domestically Produced Iron, Steel or Manufactured Goods  
SEO Form 5 – Buy American Certification  
SEO Form 6A – Milestones – Renewable Energy Incentives  
SEO Form 6B – Milestones – Public Projects  
Federal Form WH-347 – Payroll  
Federal Form 1413 – Statement of Prime Contractor and Acknowledgment of Subcontractor  
Support Sheet for Federal Form 1413

# **ATTACHMENT C**

## **FORMS**

**SEO Form 1 - State of Kansas EECBG Waste Management Plan Template  
EECBG Grant Number DE-EE0000727**

All recipients of grants (hereafter, Grantees) funded through the American Recovery and Reinvestment Act's (ARRA) State Energy Efficiency and Conservation Block Grant are required to provide a waste management plan as part of their award agreement. This waste management plan will describe your organization's plan to dispose of any sanitary or hazardous waste (e.g., construction and demolition debris, old light bulbs, lead paint, lead ballasts, piping, roofing material, discarded equipment, debris and asbestos) generated as a result of the proposed project.

Submittal of the waste management plan is one of several measures that allows the Grantee to be exempted from Federal National Environmental Policy Act (NEPA) review of certain Energy Efficiency and Conservation Block Grants (EECBG) subgrants.

All Subcontractors are required to identify, maintain proper control, and provide documentation for the disposition of materials described in this plan. *The goal for this project is to ensure that all waste material generated will be recycled, re-used or otherwise diverted from direct landfill disposal.* Each subcontractor is required to follow this plan for the disposition of the waste generated by the subcontractor's activity.

**INSTRUCTIONS**

The **Pre-construction Waste Material Estimating Worksheet** provides an estimation of the waste material types and quantities to be generated during the construction of their EECBG-funded activities and **must be completed prior to signing contract with the State Energy Office.**

The **Post-Construction Waste Disposal Worksheet** identifies the disposition pathway for each waste material to be generated as a result of the project and **must be completed and submitted to the State Energy Office, along with final bill, by the 5<sup>th</sup> day of the month following the month in which the project is completed.**

***NOTE: If your project will involve hazardous wastes (such as asbestos, PCBs, etc.), these may require special handling.***

Please provide the following information

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Contact Number** \_\_\_\_\_  
**E-Mail Address** \_\_\_\_\_  
  
**Organization** \_\_\_\_\_  
**Award Number** \_\_\_\_\_





**KANSAS CORPORATION COMMISSION**  
State Energy Office

**Request for Reimbursement of Services - Renewable Energy Incentives at 25% of Invoice Amount**

**Subgrantee Name:** \_\_\_\_\_ **Agreement/Encumbrance #:** A10

**Project/Activity:** \_\_\_\_\_

Reimbursement requested for the following month:

<input type="checkbox"/> July	<input type="checkbox"/> October	<input type="checkbox"/> January	<input type="checkbox"/> April	<input type="checkbox"/> Final
<input type="checkbox"/> August	<input type="checkbox"/> November	<input type="checkbox"/> February	<input type="checkbox"/> May	<input type="checkbox"/> _____
<input type="checkbox"/> September	<input type="checkbox"/> December	<input type="checkbox"/> March	<input type="checkbox"/> June	<input type="checkbox"/> _____

*Reimbursement requests shall be submitted to this office within 15 days of the end of the month. Late invoices may be included in the next month's reimbursement request.*

<input type="checkbox"/> Quarterly Report Submitted <small>Oct 15 Deadline</small>	<input type="checkbox"/> Quarterly Report Submitted <small>Jan 15 Deadline</small>	<input type="checkbox"/> Quarterly Report Submitted <small>April 15 Deadline</small>	<input type="checkbox"/> Quarterly Report Submitted <small>July 15 Deadline</small>
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*Quarterly reports due for special projects 5 days after end of quarter. The next month's reimbursement will not be processed until your quarterly report has been received by this office.*

<b>PERSONNEL EXPENSES (From Line 1), Page 2</b>	\$0.00
<b>OPERATING EXPENSES (From Line 2), Page 4</b>	\$0.00
<b>TOTAL ELIGIBLE PROJECT COSTS</b>	<u>\$0.00</u>
<b>25% OF ELIGIBLE PROJECT COSTS</b>	\$0.00
<b>LESS 10% REIMBURSABLE RETENTION</b>	\$0.00
<b>CURRENT REIMBURSEMENT OF ELIGIBLE PROJECT COST</b>	<u>\$0.00</u>

\_\_\_\_\_  
**Subgrantee Representative**                      **Date**  
(Signature Required)

\_\_\_\_\_  
**Billing Prepared By:**    **Phone**  
(Typed name)

**Mail to: State Energy Office, Kansas Corporation Commission, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074**



**Request for Reimbursement of Services  
(Continued)**

**OPERATING EXPENSES**

**c. TRAVEL (Attach detail, see page 5)**

* Private Car Mileage			
0 _____ miles @ \$0.44 per mile		\$0.00	
Airfare		\$0.00	
* Lodging		\$0.00	
* Meals (Per Diem)		\$0.00	
Registration Fees		\$0.00	
Other (specify) _____		\$0.00	
<b>Total</b>			<b>\$0.00</b>

\* For State rates see <http://da.state.ks.us/ar/employee/travel/travbk.htm> (Employee Travel Expense Reimbursement Handbook)

**d. EQUIPMENT (Specify)**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		<b>\$0.00</b>

**e. SUPPLIES (Specify)**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		<b>\$0.00</b>

**f. CONTRACTUAL / CONSULTANTS**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		<b>\$0.00</b>

**Request for Reimbursement of Services**  
(Continued)

**g. OTHER**

Postage	\$0.00
Telephone	\$0.00
Printing	\$0.00
Advertising	\$0.00
Data Processing Fees	\$0.00
Speaker Fees	\$0.00
Other (Specify) _____	\$0.00
Other (Specify) _____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

**Total** \$0.00

**h. TOTAL OPERATING EXPENSES (Line 2)** \$0.00

**Request for Reimbursement of Services  
INSTRUCTIONS**

Vendor shall submit to the Kansas Corporation Commission, no later than the 15th day of each month, a Request for Reimbursement of Services which documents and certifies the reimbursable costs incurred in the performance of service, as required in the contract agreement, during the preceding month. *The KCC shall not be liable for reimbursement of any cost requisitioned by any voucher submitted later than 45 days following the expiration of the contract agreement.*

**Subgrantee Name:** Self-explanatory.

**Project/Activity:** Self-explanatory.

**Agreement/Encumbrance #:** See Contract Cover Sheet in the upper right-hand corner in the box labeled Current Document Number. The number should appear as A10 etc.

**Reimbursement requested for the following month:** Please check appropriate box for month which reimbursement is being requested. If final payment, please check box indicating final.

**Subgrantee Representative:** Project leader or contact person. Signature required.

**Billing Prepared By:** Self-explanatory.

**PERSONNEL**

**Employee Salaries:** Submit copy of payroll sheets for each employee which hours are being requested for reimbursement. Payroll must be for pay periods included in reimbursement request.

**Consultants:** Indicate activity associated with hours worked.

**OPERATING EXPENSES**

**Travel (Attach detail):** For State rates see <http://da.state.ks.us/ar/employee/travel/travbk.htm> (Employee Travel Expense Reimbursement Handbook).

**Private car mileage** - Detail should include date travel occurred, destination (to and from), and number of miles.

**Airfare** - Receipt required.

**Lodging** - Receipt required.

**Meals (per diem)** - Show date, time departed and returned.

**Registration fees** - Receipt required.

**Other (specify)** - Self-explanatory.

**Equipment, Supplies, Contractual/Consultants, Communication, Printing & Advertising, Rent:** Self-explanatory.

KANSAS CORPORATION COMMISSION  
State Energy Office

Request for Reimbursement of Services - Public Projects at 60% of Invoice Amount

Subgrantee Name: \_\_\_\_\_ Agreement/Encumbrance #: A10

Project/Activity: \_\_\_\_\_

Reimbursement requested for the following month:

<input type="checkbox"/> July	<input type="checkbox"/> October	<input type="checkbox"/> January	<input type="checkbox"/> April	<input type="checkbox"/> Final
<input type="checkbox"/> August	<input type="checkbox"/> November	<input type="checkbox"/> February	<input type="checkbox"/> May	<input type="checkbox"/> _____
<input type="checkbox"/> September	<input type="checkbox"/> December	<input type="checkbox"/> March	<input type="checkbox"/> June	<input type="checkbox"/> _____

Reimbursement requests shall be submitted to this office within 15 days of the end of the month. Late invoices may be included in the next month's reimbursement request.

<input type="checkbox"/> Quarterly Report Submitted Oct 15 Deadline	<input type="checkbox"/> Quarterly Report Submitted Jan 15 Deadline	<input type="checkbox"/> Quarterly Report Submitted April 15 Deadline	<input type="checkbox"/> Quarterly Report Submitted July 15 Deadline
--	--	--	---

Quarterly reports due for special projects 5 days after end of quarter. The next month's reimbursement will not be processed until your quarterly report has been received by this office.

PERSONNEL EXPENSES (From Line 1), Page 2	\$0.00
OPERATING EXPENSES (From Line 2), Page 4	\$0.00
<b>TOTAL ELIGIBLE PROJECT COSTS</b>	<b>\$0.00</b>
60% OF ELIGIBLE PROJECT COSTS	\$0.00
LESS 10% REIMBURSABLE RETENTION	\$0.00
<b>CURRENT REIMBURSEMENT OF ELIGIBLE PROJECT COSTS</b>	<b>\$0.00</b>

Subgrantee Representative \_\_\_\_\_ Date \_\_\_\_\_  
(Signature Required)

Billing Prepared By: \_\_\_\_\_ Phone \_\_\_\_\_  
(Typed name)

Mail to: State Energy Office, Kansas Corporation Commission, 1300 SW Arrowhead Road, Suite 100, Topeka, KS 66604-4074



**Request for Reimbursement of Services  
(Continued)**

**OPERATING EXPENSES**

**c. TRAVEL (Attach detail, see page 5)**

* Private Car Mileage			
0 _____ miles @ \$0.44 per mile		\$0.00	
Airfare		\$0.00	
* Lodging		\$0.00	
* Meals (Per Diem)		\$0.00	
Registration Fees		\$0.00	
Other (specify) _____		\$0.00	
<b>Total</b>			\$0.00

\* For State rates see <http://da.state.ks.us/ar/employee/travel/travbk.htm> (Employee Travel Expense Reimbursement Handbook)

**d. EQUIPMENT (Specify)**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		\$0.00

**e. SUPPLIES (Specify)**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		\$0.00

**f. CONTRACTUAL / CONSULTANTS**

_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		\$0.00



**Request for Reimbursement of Services**  
(Continued)

**g. OTHER**

Postage	\$0.00	
Telephone	\$0.00	
Printing	\$0.00	
Advertising	\$0.00	
Data Processing Fees	\$0.00	
Speaker Fees	\$0.00	
Other (Specify) _____	\$0.00	
Other (Specify) _____	\$0.00	
_____	\$0.00	
_____	\$0.00	
_____	\$0.00	
<b>Total</b>		\$0.00

**h. TOTAL OPERATING EXPENSES (Line 2)** **\$0.00**

**Request for Reimbursement of Services  
INSTRUCTIONS**

Vendor shall submit to the Kansas Corporation Commission, no later than the 15th day of each month, a Request for Reimbursement of Services which documents and certifies the reimbursable costs incurred in the performance of service, as required in the contract agreement, during the preceding month. *The KCC shall not be liable for reimbursement of any cost requisitioned by any voucher submitted later than 45 days following the expiration of the contract agreement.*

**Subgrantee Name:** Self-explanatory.

**Project/Activity:** Self-explanatory.

**Agreement/Encumbrance #:** See Contract Cover Sheet in the upper right-hand corner in the box labeled Current Document Number. The number should appear as A10 etc.

**Reimbursement requested for the following month:** Please check appropriate box for month which reimbursement is being requested. If final payment, please check box indicating final.

**Subgrantee Representative:** Project leader or contact person. Signature required.

**Billing Prepared By:** Self-explanatory.

**PERSONNEL**

**Employee Salaries:** Submit copy of payroll sheets for each employee which hours are being requested for reimbursement. Payroll must be for pay periods included in reimbursement request.

**Consultants:** Indicate activity associated with hours worked.

**OPERATING EXPENSES**

**Travel (Attach detail):** For State rates see <http://da.state.ks.us/ar/employee/travel/travbk.htm> (Employee Travel Expense Reimbursement Handbook).

**Private car mileage** - Detail should include date travel occurred, destination (to and from), and number of miles.

**Airfare** - Receipt required.

**Lodging** - Receipt required.

**Meals (per diem)** - Show date, time departed and returned.

**Registration fees** - Receipt required.

**Other (specify)** - Self-explanatory.

**Equipment, Supplies, Contractual/Consultants, Communication, Printing & Advertising, Rent:** Self-explanatory.

SEO Form 6A

**Renewable Energy Incentives Milestones**  
**EECBG Grant Number DE-EE0000727**

**Date Prepared:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Award Number:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Milestones**

<b>Line No.</b>	<b>Number Planned</b>	<b>Activity</b>	<b>Planned Start Date</b>	<b>Planned Finish Date</b>	<b>Actual Start Date</b>	<b>Actual Finish Date</b>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						

**Comments**

SEO Form 5

**Buy American Certification Form**

The funding for this contract is provided by the American Recovery and Reinvestment Act. It is designed to stimulate the domestic economy. Consequently, only iron, steel and manufactured goods produced in the United States should be used.

Should the cost of these items increase the total project cost by more than 25% OR it is determined that items cannot be purchased within the United States in sufficient and reasonably available quantities and quality, a waiver of this requirement may be granted.

By signing this form, I certify that I am aware of this requirement and will use contract funding to purchase domestically produced iron, steel and manufactured goods.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Contractor \_\_\_\_\_  
Organization \_\_\_\_\_  
Award Number \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Contact Number \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

SEO Form 6B

**Public Projects Milestones**  
**EECBG Grant Number DE-EE0000727**

**Date Prepared:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Award Number:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Milestones**

<b>Line No.</b>	<b>Number Planned</b>	<b>Activity</b>	<b>Planned Start Date</b>	<b>Planned Finish Date</b>	<b>Actual Start Date</b>	<b>Actual Finish Date</b>
1.						
2.						
3.						
4.						
5.						
6.						
7.						
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10.						
11.						
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20.						

**Comments**

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149  
Expires: 12/31/2011

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1215-0149 Expires: 12/31/2011
---	---------	---

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
-------------	-----------------	----------------------	-------------------------

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				MON	TUE	WED	THUR	FRI	SAT	SUN									
			O																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



**STATEMENT AND ACKNOWLEDGMENT**

OMB No.: 9000-0014  
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

**PART I - STATEMENT OF PRIME CONTRACTOR**

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
				d. STATE	
				e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:					
a. NAME OF AWARDING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

**PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR**

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6)</li> <li>Payrolls and Basic Records</li> <li>Withholding of Funds</li> <li>Disputes Concerning Labor Standards</li> <li>Compliance with Davis-Bacon and Related Act Regulations</li> </ul> | <ul style="list-style-type: none"> <li>Davis-Bacon Act</li> <li>Apprentices and Trainees</li> <li>Compliance with Copeland Act Requirements</li> <li>Subcontracts (Labor Standards)</li> <li>Contract Termination - Debarment</li> <li>Certification of Eligibility</li> </ul> |
|--|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	



## Requirements for Subcontracts

All subcontracts must be accompanied by Standard Form 1413

In part II of standard form 1413 are listed the requirements for Subcontracts. These requirements are explained in the Subgrant Flow Down Provisions for EECBG Financial Assistance Awards

<b>Requirement</b>	<b>Location</b>
1. Contract Work Hours and Safety Standard Act – Overtime 1.5+ Compensation	Page 32
2. Payrolls and Basic Records Retain for 3 YEARS	Pages 28 and 33
3. Withholding of Funds (Non payment of individuals)	Page 32
4. Disputes Concerning Labor Standards	Page 31
5. Compliance with Davis-Bacon and Related Regulations	Pages 26-33
6. Apprentices and Trainees	Pages 30-31
7. Compliance with Copeland Act Requirements	Pages 6, 24, 26, 31
8. Subcontracts (Labor Standards)	Pages 26,29,30,31
9. Contract Termination - Debarment	Page 31
10. Certification of Eligibility	Page 31

**ATTACHMENT D**

**DA 146a**

## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-8403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

To Be Determined

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.



**Project Reporting Metrics for Renewable Energy Incentives Projects  
EECBG Grant Number DE-EE0000727**

**Date Prepared:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Award Number:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**1. Report the Renewable Energy Resource Project(s) Installed:**

<b>Renewable Energy Resource Project</b>	<b>Capacity Installed</b>	<b>Actual Start Date</b>	<b>Actual Finish Date</b>

**2. Renewable Energy Capacity and Generation:** Report the capacity installed in megawatts (MW) where 1 MW=1000 kW. Report the estimated annual generation from that portion of the project implemented in the month in megawatt-hours (MWH) where 1 MWH=1000 kWh.

Mark only those items that apply to your project:

<b>Metric Title</b>	<b>Complete This Column with capacity installed in megawatts (MW) and estimated annual generation from portion of project implemented in the month</b>	<b>Unit of Measure</b>
Amount of electric generating capacity from <b>other renewable sources</b> installed		MW (megawatts)
Amount of electricity generated from <b>other renewable sources</b>		MWH (megawatt-hours)
Amount of <b>photovoltaic</b> generating capacity installed		MW (megawatts)
Amount of electricity generated from <b>photovoltaic</b> systems		MWH (megawatt-hours)
Amount of <b>wind-powered</b> electric generating capacity installed		MW (megawatts)
Amount of electricity generated from <b>wind</b> systems		MWH (megawatt-hours)

SEO Form 3A

**3. Renewable Energy Market Development :** Report the number of systems installed and the capacity installed in megawatts (MW).

<b>Metric Title</b>	<b>Metric Description</b>	<b>Complete This Column</b>	<b>Unit of Measure</b>
Solar thermal systems installed	Number of systems installed		count
Solar thermal systems installed	Total capacity of systems installed		square feet
Ground source geothermal systems installed	Number of systems installed		count
Ground source geothermal systems installed	Total capacity of systems installed		tons
Solar energy systems installed	Number of systems installed		count
Solar energy systems installed	Total capacity of systems installed		KW(kilowatts)
Wind energy systems installed	Number of systems installed		count
Wind energy systems installed	Total capacity of systems installed		KW(kilowatts)
Biomass (non-transport) systems installed	Number of systems installed		count
Biomass (non-transport) systems installed	Total capacity of systems installed		KW(kilowatts)
Biofuel systems installed	Number of systems installed		count
Biofuel systems installed	Total capacity of systems installed		GALPYR (gallons per year)
Hydropower systems installed	Number of systems installed		count
Hydropower systems installed	Total capacity of systems installed		KW(kilowatts)
Other systems installed (BTU/h)	Number of systems installed		count
Other systems installed (BTU/h)	Total capacity of systems installed		BTU/h
Other systems installed (KW)	Total capacity of systems installed		KW(kilowatts)

SEO Form 3B

**Project Reporting Metrics for Public Projects**  
**EECBG Grant Number DE-EE0000727**

**Date Prepared:** \_\_\_\_\_  
**Organization:** \_\_\_\_\_  
**Award Number:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Contact Number:** \_\_\_\_\_  
**E-mail Address:** \_\_\_\_\_

**1. Retrofits: Report the Building that was retrofitted, the type of retrofit and the square footage that was retrofitted.**

Building	Retrofit	Square Footage

**2. Public Projects Capacity and Generation: Report the capacity installed in megawatts (MW) where 1 MW=1000 kW. Report the estimated annual generation from that portion of the project implemented in the month in megawatt-hours (MWH) where 1 MWH=1000 kWh.**

**Mark only those items that apply to your project:**

Metric Title	Complete This Column with capacity installed in megawatts (MW) and estimated annual generation from portion of project implemented in the month	Unit of Measure
Amount of electric generating capacity from <b>other renewable sources</b> installed		MW (megawatts)
Amount of electricity generated from <b>other renewable sources</b>		MWH (megawatt-hours)
Amount of <b>photovoltaic</b> generating capacity installed		MW (megawatts)
Amount of electricity generated from <b>photovoltaic</b> systems		MWH (megawatt-hours)
Amount of <b>wind-powered</b> electric generating capacity installed		MW (megawatts)
Amount of electricity generated from <b>wind systems</b>		MWH (megawatt-hours)



SEO Form 4

Item	Time of Availability or Delivery	Location of Construction Project	Name and address of proposed supplier	Detailed justification for use of foreign construction materials
Item 1				
Item 2				
Item 3				

In addition, you must select one of the two items below to report on, and supply documentation listed.

**1. Unreasonable Cost:**

- Price comparison worksheets (See above)
- Relevant excerpts from the bid documents used by the contractors to complete the price comparison worksheet
- Supporting documentation indicating the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers

**2. Nonavailability:**

- Supplier information or pricing information from a reputable supplier of domestic supplies indicating availability/delivery date for materials
- Documentation of assistance recipient's efforts to find available domestic sources such as a description of the process for identifying suppliers and a list of contacted suppliers
- Project schedule (timeline)
- Relevant excerpts from project plans, qualifications, and permits indicating the required quantity and quality of construction materials
- Statement from the prime contractor confirming the non-availability of domestic construction materials for which the waiver is sought

## MAYOR'S ANNOUNCEMENTS

February 22, 2011

**Committee meetings scheduled for the next two weeks include:**

Environmental Committee	02/23/2011	7:00 p.m.
JazzFest Committee	02/23/2011	7:00 p.m.
VillageFest Committee	02/24/2011	7:00 p.m.
Board of Zoning Appeals	03/01/2011	6:30 p.m.
Planning Commission	03/01/2011	7:00 p.m.
Council Committee of the Whole	03/07/2011	6:00 p.m.
City Council	03/07/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Jon Freeman in the R. G. Endres Gallery for the month of February.

The annual large item pick-up has been scheduled. Homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street will be collected on Saturday, April 30<sup>th</sup>. Homes south of 75<sup>th</sup> Street will be collected on Saturday, May 7<sup>th</sup>.

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

**INFORMATIONAL ITEMS**  
**February 22, 2011**

1. Board of Zoning Appeals Agenda - March 1, 2011
2. Planning Commission Agenda - March 1, 2011
3. Finance Committee Minutes - January 18, 2011
4. Mark Your Calendars
5. Committee Agenda

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
AGENDA  
TUESDAY, MARCH 1, 2011  
6:30 P.M.**

**Council Chamber**

- I. ROLL CALL
- II. APPROVAL OF MINUTES - October 5, 2010
- III. ACTION ITEM  
BZA2011-01 Request for a Variance from P.V.M.C. 19.16.035  
to construct covered patio reducing the rear yard  
setback from 25' to approximately 13'6" at  
5101 West 84<sup>th</sup> Street  
Zoning: R-1a  
Applicant: Matt Hohl
- IV. NEW BUSINESS
- V. OLD BUSINESS
- VI. ADJOURNMENT

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, MARCH 1, 2011  
Council Chambers  
7:00 P. M.**

**I. ROLL CALL**

**II. APPROVAL OF PC MINUTES - JANUARY 4, 2011**

**III. PUBLIC HEARINGS**

**PC2011-01 Request for Renewal of Conditional Use Permit - Art Gallery  
3500 West 75<sup>th</sup> Street  
Zoning: C-0  
Applicant: Anna Smith, 75<sup>th</sup> Street Gallery**

**IV. NON-PUBLIC HEARINGS**

**PC2011-103 Request for Monument Sign Approval  
7830 State Line Road  
Zoning: C-0  
Applicant: Kevin Walstrom, See More Signs**

**PC2011-104 Request for Site Plan Approval  
3931 West 69<sup>th</sup> Terrace  
Zoning: C-2  
Applicant: Blue Bike Architects**

**V. OTHER BUSINESS**

**PC2011-101 Request for Revised Site Plan Approval  
4049 Somerset  
Zoning: C-2  
Applicant: Westlake Hardware, Inc.**

**Discussion of Fence & Retaining Wall Ordinance**

**VI. ADJOURNMENT**

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

Finance Committee Meeting  
January 18, 2011

Present: Mayor Ron Shaffer, Councilman Dale Beckerman, Councilman Charles Clark,  
Councilman Steve Noll

Staff Present: Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City  
Administrator; Karen Kindle, Finance Director

### **Consider Approval of Banking Services**

- Mrs. Kindle gave an overview of the RFP process and discussed the evaluation committee's recommendation.
- Mrs. Kindle
- Charles moved and Steve 2<sup>nd</sup> a motion to approve recommending UMB for the City's banking services.

### **Update Regarding Finance Director Search**

- Mr. Bennion provided an update on the search process for a new Finance Director.
- The Finance Director position is different than other department heads in that it is a City Administrator appointment rather than a Council appointed position.
- Will follow a similar process
- Committee
  - Dale Beckerman
  - Nic
  - Joyce
  - Kelsi Powell, Senior VP, Columbia Capital Management
  - Quinn Bennion
- The position has been posted in various on-line locations and sent to the Kansas Government Finance Officers Association listserv.
- Mrs. Kindle's expected last day with the City is scheduled to be April 22, 2011. The goal is to hire the new director to overlap with Karen the week of April 18, 2011.
- Applications are due February 21, 2011.
- Interviews are targeted to be held March 7 – 25, as early in this time frame as possible to allow enough time for the successful candidate to give adequate notice to their current employer.
- Mr. Bennion noted that Chris Engel, Assistant to the City Administrator will take the lead on the 2012 budget process.

### **Governor's Budget**

- Councilman Clark noted that the Governor's budget includes a provision where distribution of the gas tax would be deferred in 2011 and 2012. The City would not receive its distributions until that time. This would affect
- No similar provision was included at this time for the liquor tax.

**Update Regarding Energy Grants and Projects for City Buildings**

- This topic is being brought to the Finance Committee for feed back. Staff anticipates discussing this topic with the Council at the February 7, 2011, Council meeting.
- Mr. Enslinger has been working on this project with his staff.
- Went through and RFP process to obtain a firm to provide an investment grade energy audit (64 page report). Mr. Bennion distributed summary of the report.
  - The firm went through the City's facilities and recommended items that
- City has received 2 grants
  - Public Buildings Project Grant
    - 60 ARRA funds-40 City match
    - There was money included in the bond issue for energy conservation projects
    - The firm's report contains charts showing the savings the City could realize from making the changes recommended in the report.
    - Chart 1 – staff comfortable that we have the funding to do the items in this chart
    - The City has already accepted this grant.
    - If we did these projects, we would see a reduction in energy costs.
    - ESP was conservative in their estimate of the increase in energy costs
    - The 2<sup>nd</sup> and 3<sup>rd</sup> charts escalate in cost and work to be done
    - 3<sup>rd</sup> and 4<sup>th</sup> chart – diff in replacing HVAC equip with like equip vs geothermal system
      - Would use the bond proceeds and need additional funds
      - Staff would recommend moving toward the geothermal system
      - This would allow the City to use the 2<sup>nd</sup> Grant that we applied for and have received approval for but have not yet accepted
  - Renewable Energy Grant
    - Only involves PD, CH and existing Community Center – nothing for any expansion in these buildings or new buildings
    - Would spend all bond money and get \$400,000 in grants/rebates
    - Leaves about \$500,000 to come up with out of City funds.
    - 25% grant 75% City match
    - Have to go thru the Fed reqmnts – Davis Bacon act – would mean an increase in paperwork, but ESP would assist us with this
    - City has to make a decision soon on whether or not accept the grant. The time line is running out for this.
  - The choice/question for Council is: Do we do the first two charts or do we go for the complete replacement of HVAC system? If complete replacement, then which option – like equipment or geothermal?
    - Staff has asked ESP to provide some entities that have a geothermal system in place that is working – especially for a complex of buildings, not just a single building. Staff would visit with these locations to see the system in operation and would open this to Council members.

Finance Committee Meeting  
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- If go the more expensive route, the energy savings would be the source to payback any debt we might issue to cover this.
- If don't do the geothermal, we would have bond proceeds left over. Staff would recommend using for the ADA improvements to the CH/CPD courtyard. This was anticipated when the 2009 bonds were structured.
- Our systems will need to be replaced eventually – no funding has been set aside for replacement
- Council Committee on 2/7/11
- Finalize by last meeting in Feb – get direction from Council regarding acceptance of the grant.
  - It is 2 issues
  - First is the first grant and would be the things covered by the bonds
  - Second is do we want to pursue the renewable energy grant
    - Dennis will review how we get out of the grant if later decide not to pursue a renewable energy project.
- Borrowing from the Eco Devo Fund – not sure about this option. Opens the door for other uses. One option would be to have the policy state that there must be a dedicated funding source to pay the loan back.
- Discussed the financing option ideas that were provided by Columbia Capital, the City's financial advisors.
- Mr. Bennion asked if there are other pieces of information that should be prepared for Council.
  - Need to be able to refer to locations that are using geothermal and it is working – preferably public entities or recognizable names
  - Mr. Bennion noted that ESP would attend the meeting.
  - Mr. Enslinger noted he will put together a slide presentation to go along with the report.
  - Do the costs included in the charts include the back up systems? Dennis will verify with ESP.
- Not yet discussed with the Environmental Committee. Dennis has worked with Ruth.



**Council Members  
Mark Your Calendars  
February 22, 2011**

<b>February 2011</b>	Jon Freeman mixed media exhibit in the R. G. Endres Gallery
<b>March 2011</b>	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
<b>April 2011</b>	Sarah Bracco & Jeannie McDermott watercolor exhibit in the R. G. Endres Gallery
April 4	City Council Meeting
April 18	City Council Meeting
<b>May 2011</b>	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
<b>June 2011</b>	Nancy Todd Roberts oils & Suzy Perkins photography exhibit in the R. G. Endres Gallery
June 6	City Council Meeting
June 20	City Council Meeting
<b>July 2011</b>	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
<b>August 2011</b>	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
<b>September 2011</b>	
September 5	City offices closed in observance of Labor Day
September 6(Tues.)	City Council Meeting
September 10	JazzFest
September 19	City Council Meeting
<b>October 2011</b>	State of the Arts Exhibit in the R. G. Endres Gallery
October 3	City Council Meeting
October 14	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
October 17	City Council Meeting
<b>November 2011</b>	
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** Richard Joslin watercolor exhibit in the R. G. Endres Gallery  
December 5 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: 83<sup>rd</sup> 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, 83<sup>rd</sup> 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 - 75<sup>th</sup> 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)  
COU2011-05 Consider acceptance of renewable energy incentives grant from the Kansas Corporation Commission (assigned 2/2/2011)  
COU2011-06 Consider new policy PP931 - Travel Policy and changes to PP930 - Expense Reimbursement (assigned 2/16/2011)  
COU2011-07 Consider Approval of initiating the Prairie Village magazine with Metro Media for the production, printing and mailing of 2 issues for 2011 and \$11,000 for mailing costs (assigned 2/16/2011)

**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 1<sup>st</sup> Quarter of 2001)