

# CITY OF PRAIRIE VILLAGE

**September 6, 2011**

**City Council Meeting  
6:00 p.m.**



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

**AGENDA**

**DALE BECKERMAN, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

Presentation of Corinth Square Proposed Modifications  
Dennis Enslinger

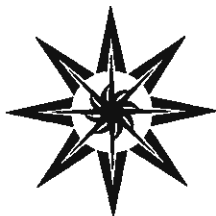
Update on 84<sup>th</sup> St & Mission Rd Public Engagement Process  
Dennis Enslinger

\*COU2011-45 Consider First Suburbs Sustainable Communities Challenge Grant  
Dennis Enslinger

\*COU2011-46 Consider Construction Contract for Project 190880 - Nall Avenue, 75<sup>th</sup>  
Street to 79<sup>th</sup> Street  
Keith Bredehoeft

Discussion about scope of Council Chamber Audio Visual equipment replacement  
Quinn Bennion

\*Council Action Requested the same night



## **ADMINISTRATION**

**Council Committee Meeting Date: September 6, 2011**

### **Review Proposed Plans for the Corinth Shopping Center**

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#### **RECOMMENDATION**

Staff recommends the Council Committee of a Whole review proposed plans for the Corinth Shopping Center and determine whether or not to provide comment.

#### **BACKGROUND**

As part of the Community Improvement District approval process, City Council requested that it be provided an opportunity to provide comment on projects which involved the Corinth CID project.

Lane4 has submitted a proposal for building modifications to the main building at Corinth north and parking lot improvements. The Planning Commission will consider this request, as a site plan approval, at their September 6<sup>th</sup> meeting.

Staff has attached copies of the proposed design changes for Council Committee review. Any comments by the Council Committee will be presented to the Planning Commission during the September 6<sup>th</sup> meeting.

#### **ATTACHMENTS:**

Drawings of the Proposed Changes to Corinth Shopping Center

#### **PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: September 1, 2011



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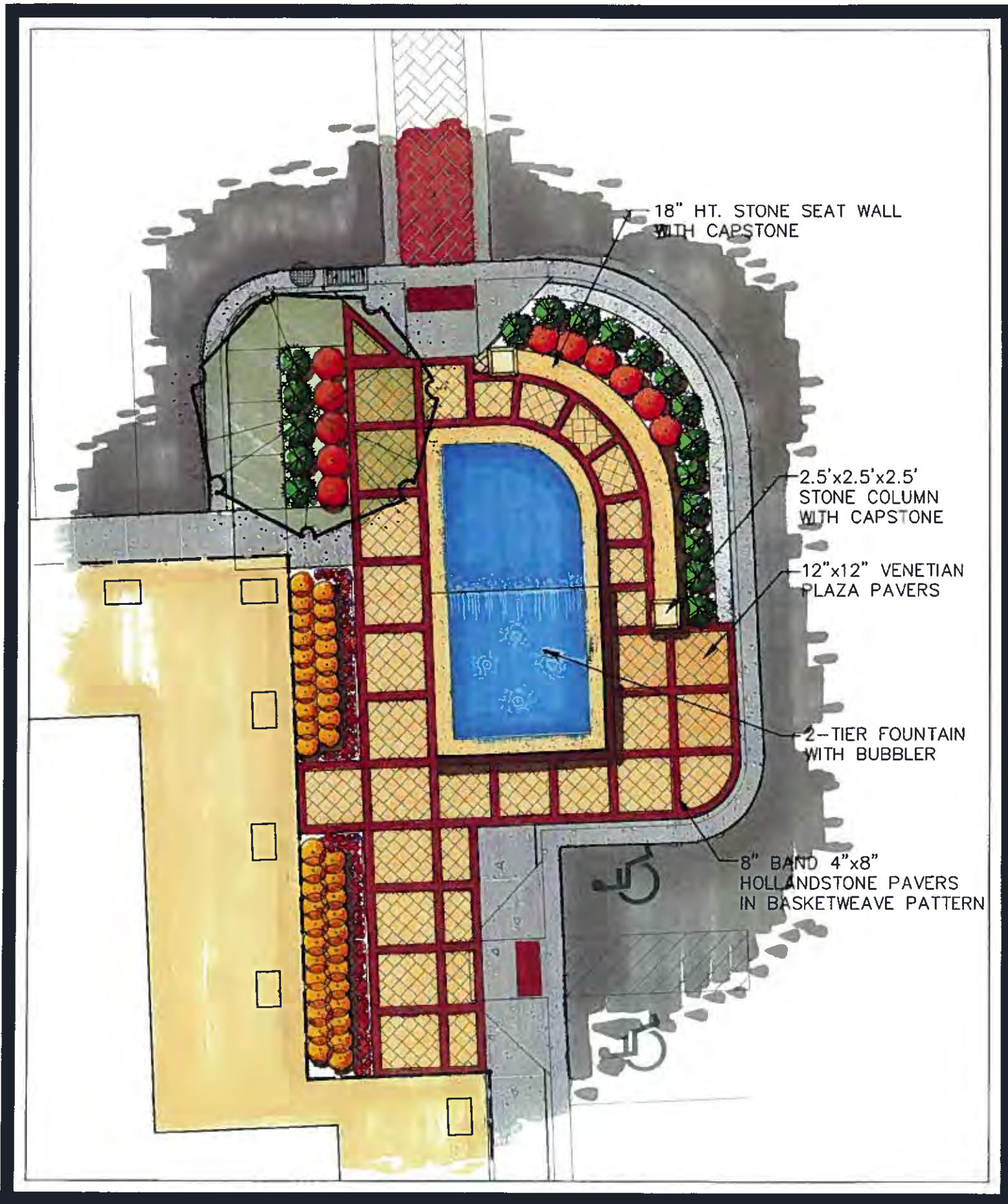
SCALE: 1" = 50'



**LANE 4**  
 PRO FLEX GROUP

Corinth Square Retail Center  
 Site Improvements - Phase II  
 Site Layout Plan  
 Somerset Drive & Mission Road  
 Prairie Village, Kansas

DATE: 08/11/2011	SCALE: 1" = 50'
PROJECT NO: 11011000	DATE: 08/11/2011
DRAWN BY: JMM	DATE: 08/11/2011
CHECKED BY: JMM	DATE: 08/11/2011
DATE: 08/11/2011	SCALE: 1" = 50'
1	3



18" HT. STONE SEAT WALL WITH CAPSTONE

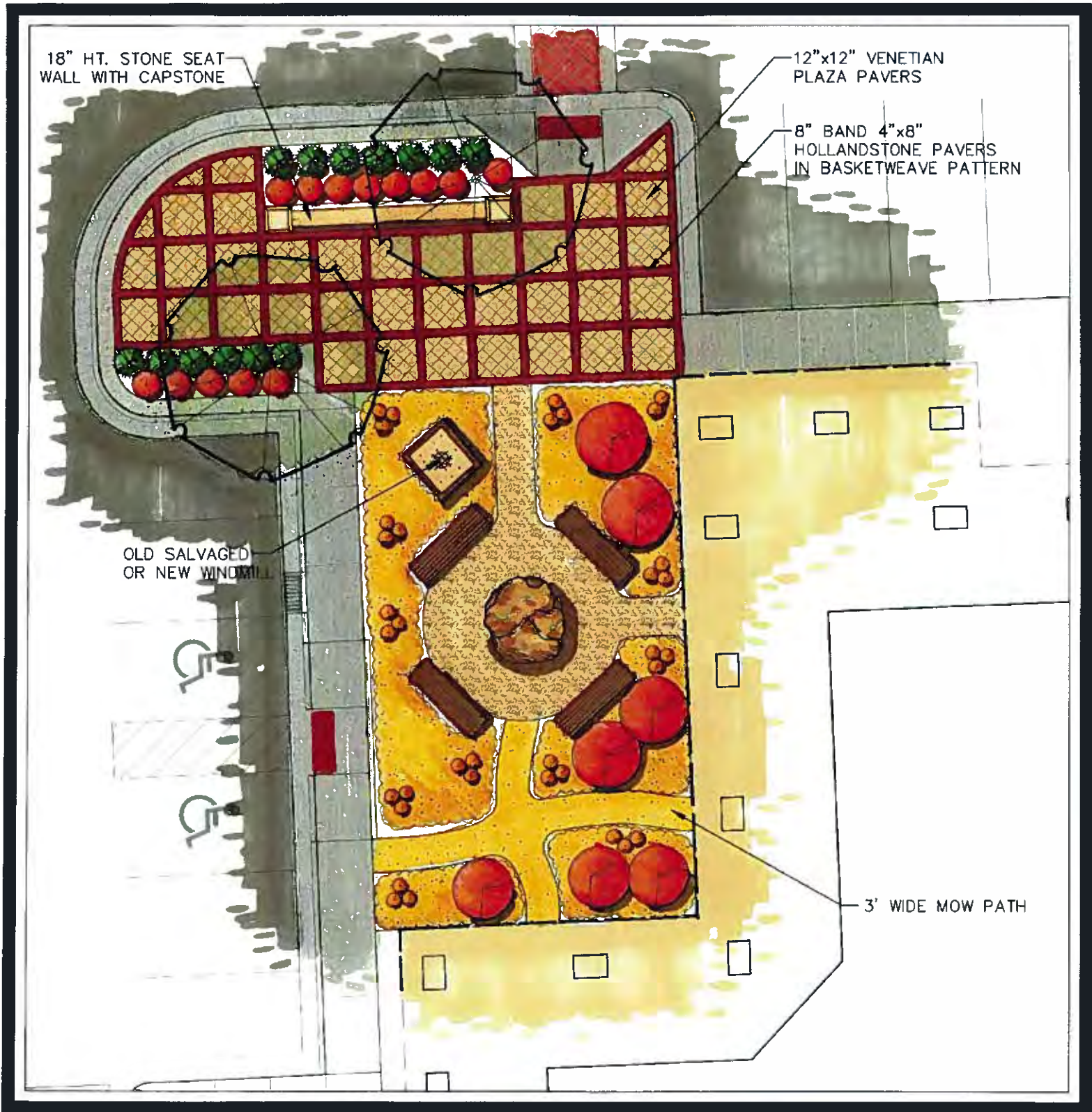
2.5'x2.5'x2.5' STONE COLUMN WITH CAPSTONE

12"x12" VENETIAN PLAZA PAVERS

2-TIER FOUNTAIN WITH BUBBLER

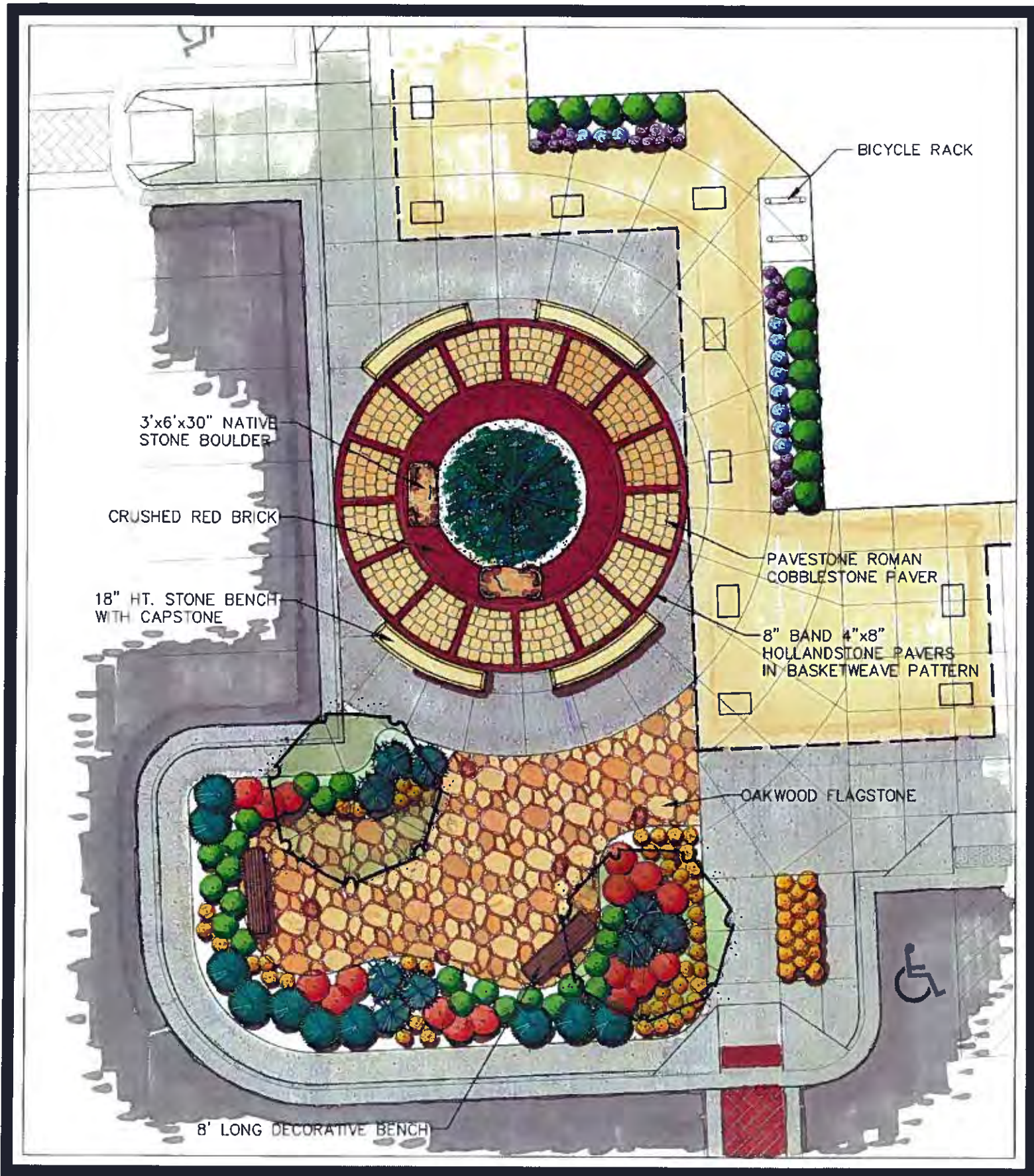
8" BAND 4"x8" HOLLANDSTONE PAVERS IN BASKETWEAVE PATTERN

Northeast Node



Northwest Node





Southwest Node





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LANE 4 PROPERTY GROUP  
4705 CENTRAL STREET  
KANSAS CITY, MO 64112  
816.960.1444  
LANEAGROUP.COM

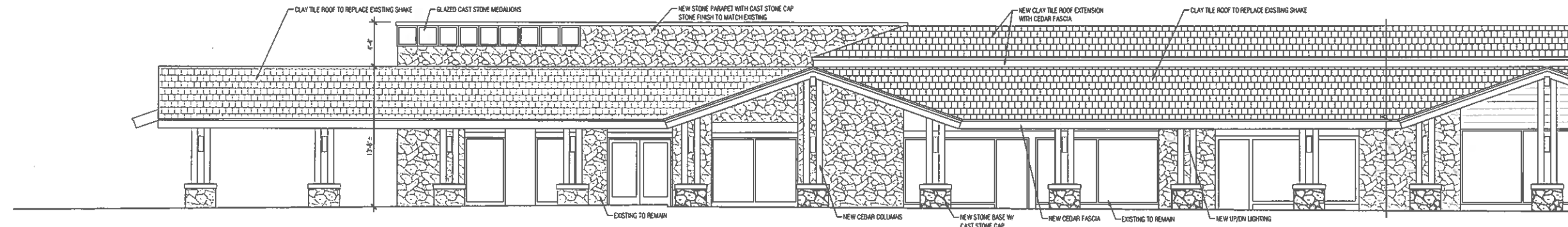
**ARCHITECT**  
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5607 OAK STREET  
KANSAS CITY, MO, 64113  
816.333.7244  
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1600 GENESSEE, SUITE 400  
KANSAS CITY, MO 64102  
816.221.2234  
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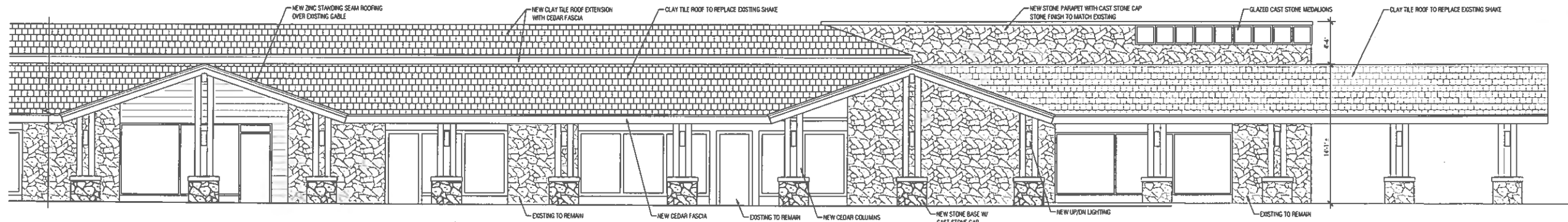
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1600 GENESSEE, SUITE 400  
KANSAS CITY, MO 64102  
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EXTERIOR FINISHES	
STONE VENEER	US STONE - TUMBLED RUBBLE MIX - CHESTNUT SHELL, COTTONWOOD, SILVERDALE
CLAY TILE ROOFING	LUDOWICI ROOF TILE - LUDOSHAKA AGED CEDAR
WOOD	CLEAR CEDAR OR DOUGLAS FIR STAINED AND SEALED
STUCCO	TRADITIONAL STUCCO SAND FINISH - PAINT SW 6119 "ANTIQUÉ WHITE"
GLAZED CAST STONE BAND	CONTINENTAL CAST STONE - MEDALLION 24X24 RECESSED PANEL - GLAZE COLOR TBD

**FINISH SCHEDULE 04**  
FE SCALE NTS



**CORINTH SQUARE PARTIAL WEST ELEVATION 03**  
FE SCALE 3/16" = 1'-0"



**CORINTH SQUARE PARTIAL WEST ELEVATION 02**  
FE SCALE 3/16" = 1'-0"



**CORINTH WEST SOUTH ELEVATION 01**  
FE SCALE 1/16" = 1'-0"

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**CORINTH SQUARE EXTERIOR RENOVATION**

83rd ST AND MISSION RD  
PRAIRIE VILLAGE, KS 66208

**PLAN COMMISSION REVIEW**

ISSUE DATE:	05 AUGUST 2011	
REV	DESCRIPTION	DATE

PROJECT NO: 00-0000-00  
DRAWN BY:  
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SHEET TITLE:

**ARCHITECTURAL ELEVATIONS**

**A1-02**

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LANE 4 PROPERTY GROUP  
4705 CENTRAL STREET  
KANSAS CITY, MO 64112  
816.960.1444  
LANE4GROUP.COM

**ARCHITECT**  
GENERATOR STUDIO LLC  
5607 OAK STREET  
KANSAS CITY, MO, 64113  
816.333.7244  
GENERATORSTUDIO.COM

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1600 GENESSEE, SUITE 400  
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**CORINTH SQUARE  
EXTERIOR  
RENOVATION**

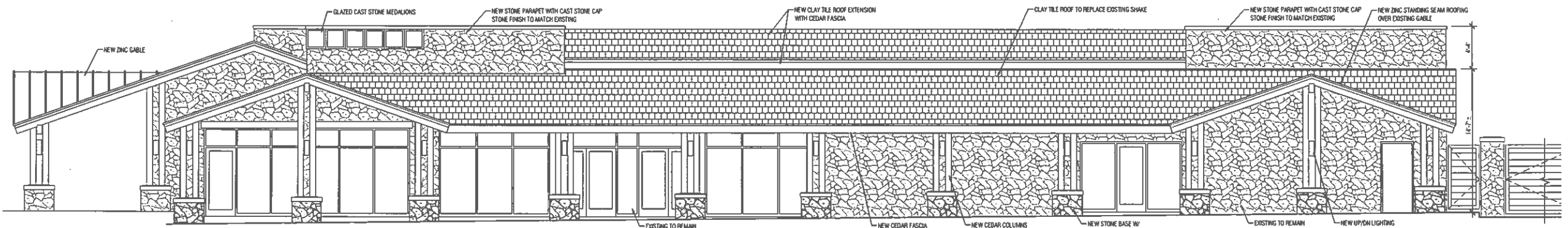
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PRAIRIE VILLAGE, KS 66208

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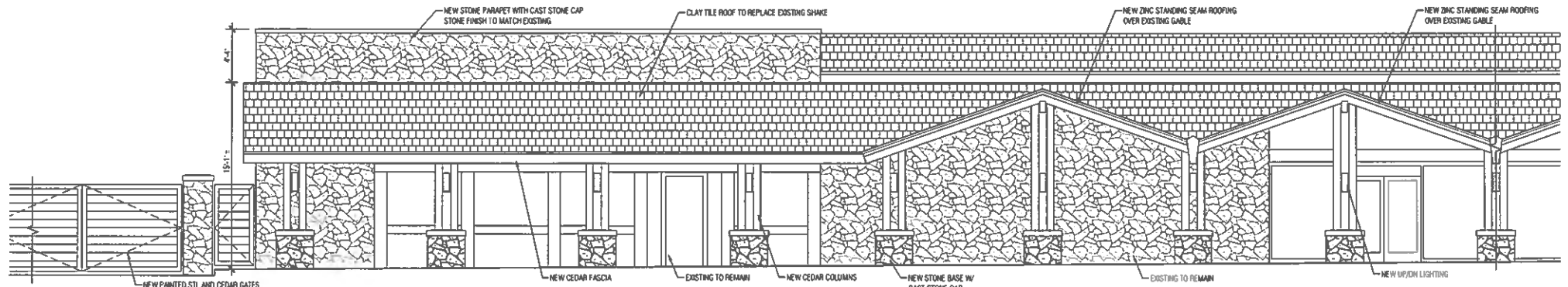
**ARCHITECTURAL  
ELEVATIONS**

**A1-03**



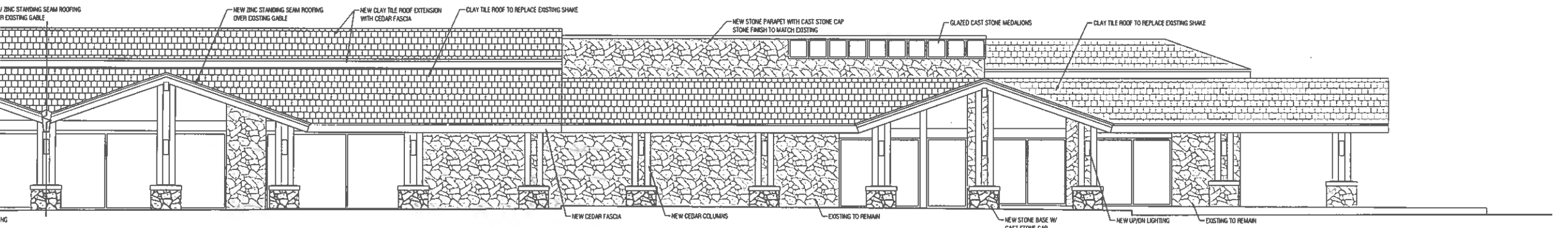
**CORINTH SQUARE PARTIAL NORTH ELEVATION 04**  
SCALE: 3/16" = 1'-0"

EXTERIOR FINISHES	
STONE VENEER	US STONE - TUMBLED RUBBLE MIX - CHESTNUT SHELL, COTTONWOOD, SILVERDALE
CLAY TILE ROOFING	LUDOWICI ROOF TILE - LUDOSHAKE AGED CEDAR
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STUCCO	TRADITIONAL STUCCO SAND FINISH - PAINT SW 6119 "ANTIQUE WHITE"
GLAZED CAST STONE BAND	CONTINENTAL CAST STONE - MEDALLION 24X24 RECESSED PANEL - GLAZE COLOR TBD



**CORINTH SQUARE PARTIAL NORTH ELEVATION 03**  
SCALE: 3/16" = 1'-0"

**FINISH SCHEDULE 19**  
SCALE: MTS

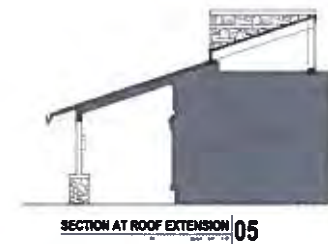


**CORINTH SQUARE PARTIAL NORTH ELEVATION 02**  
SCALE: 3/16" = 1'-0"



**CORINTH SQUARE NORTH ELEVATION 01**  
SCALE: 1/16" = 1'-0"





14-000-1101







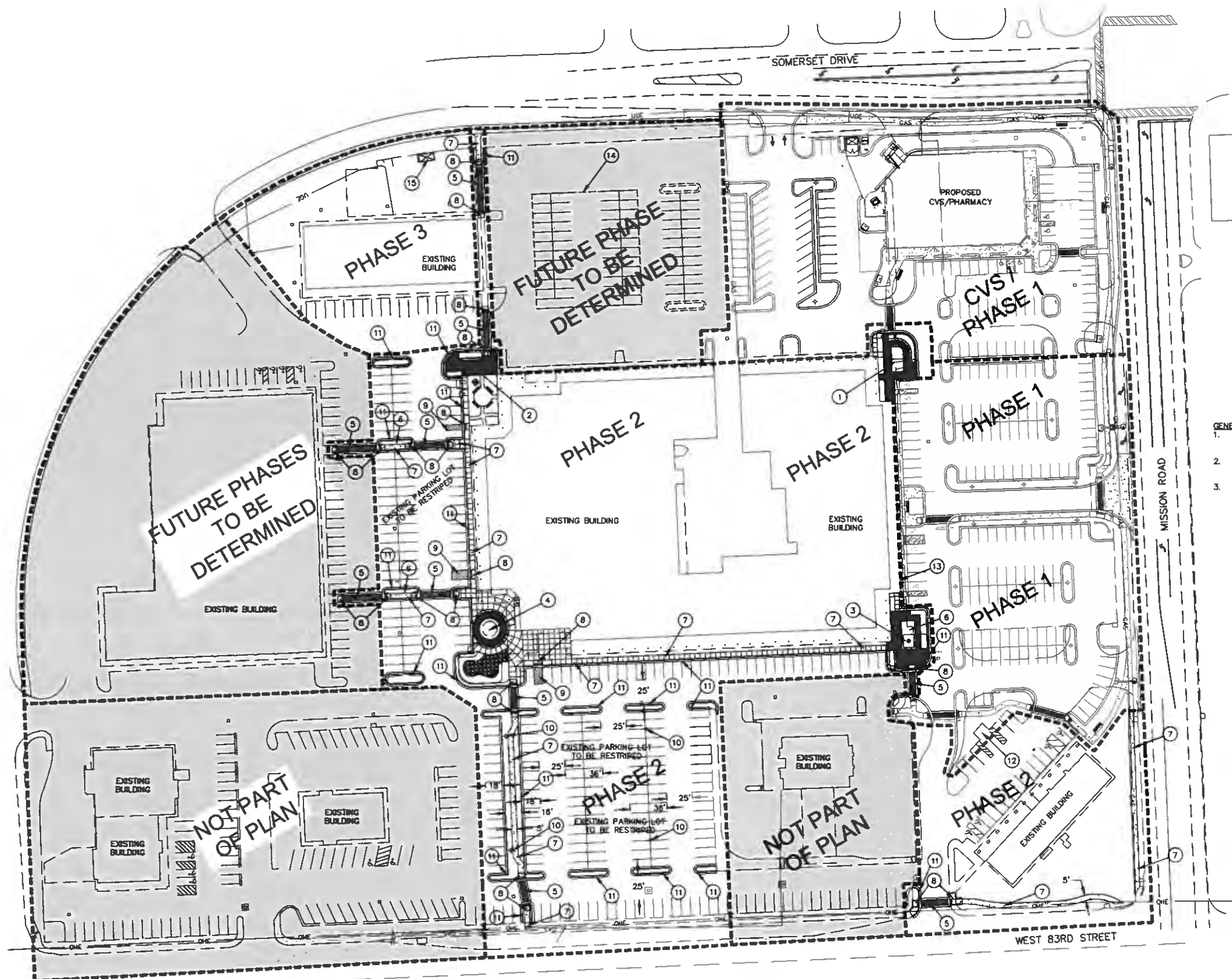








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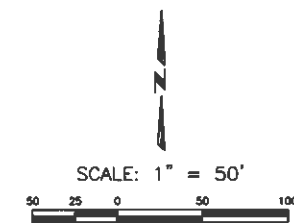


**GENERAL NOTES**

1. ALL EXISTING TRASH RECEPTACLES TO BE REMOVED AND REPLACED WITH NEW DECORATIVE RECEPTACLES
2. PHASE TWO RENOVATIONS / IMPROVEMENTS PROVIDE A NET LOSS OF NINE PARKING STALLS.
3. ALL EXISTING CAST-IN-PLACE PLANTERS TO BE REMOVED.

**KEY NOTES**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. NORTHEAST CORNER PLAZA. SEE SHEET 3 FOR DETAILED LAYOUT PLAN.</li> <li>2. NORTHWEST CORNER PLAZA. SEE SHEET 4 FOR DETAILED LAYOUT PLAN.</li> <li>3. SOUTHEAST CORNER PLAZA. SEE SHEET 5 FOR DETAILED LAYOUT PLAN.</li> <li>4. SOUTHWEST CORNER PLAZA. SEE SHEET 6 FOR DETAILED LAYOUT PLAN.</li> <li>5. PROPOSED PEDESTRIAN CROSSWALK. 6" WIDE BAND OF 4"x8" HOLLANDSTONE PAVERS IN HERRINGBONE PATTERN BOUND BY TWO 18" WIDE BANDS OF CONCRETE.</li> <li>6. PROPOSED WOOD PERGOLA STRUCTURE</li> </ol> | <ol style="list-style-type: none"> <li>7. PROPOSED CONCRETE SIDEWALK.</li> <li>8. PROPOSED ADA RAMP WITH DETECTABLE WARNING SURFACE.</li> <li>9. PROPOSED ADA PARKING STALLS.</li> <li>10. PROPOSED PARKING LOT LIGHTING.</li> <li>11. PROPOSED CONCRETE CURB &amp; GUTTER.</li> <li>12. EXISTING TRASH ENCLOSURE, GATES AND FENCING TO BE REMOVED AND REPLACED.</li> <li>13. EXISTING FENCING AT RESTAURANT TO BE REPLACED WITH DECORATIVE FENCING.</li> <li>14. FUTURE REMOVABLE VINYL-COATED CHAIN LINK FENCE FOR SEASONAL NURSERY.</li> <li>15. APPROXIMATE LOCATION OF RECYCLE RIPPLE GLASS BIN</li> </ol> |
|---|---|



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**Landplan Engineering, P.A.**  
Landscape Architecture  
Community Planning  
Surveying  
10000 E. 11th Street  
Suite 100  
Kansas City, MO 64114  
Tel: (816) 231-1344  
Fax: (816) 231-1345  
www.landplaneng.com

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Kansas City, Missouri 64111  
Tel: 816-234-1100  
Fax: 816-234-1111  
www.lane4property.com

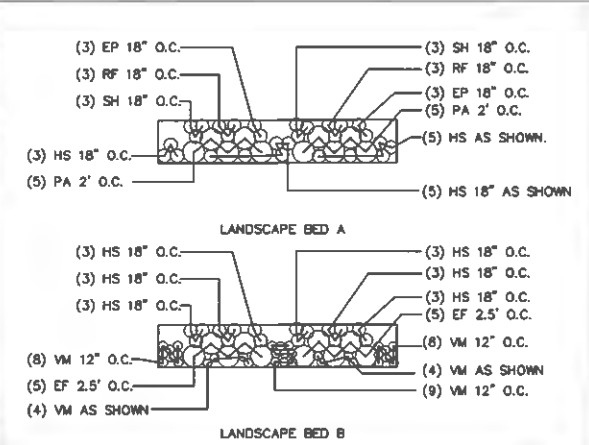
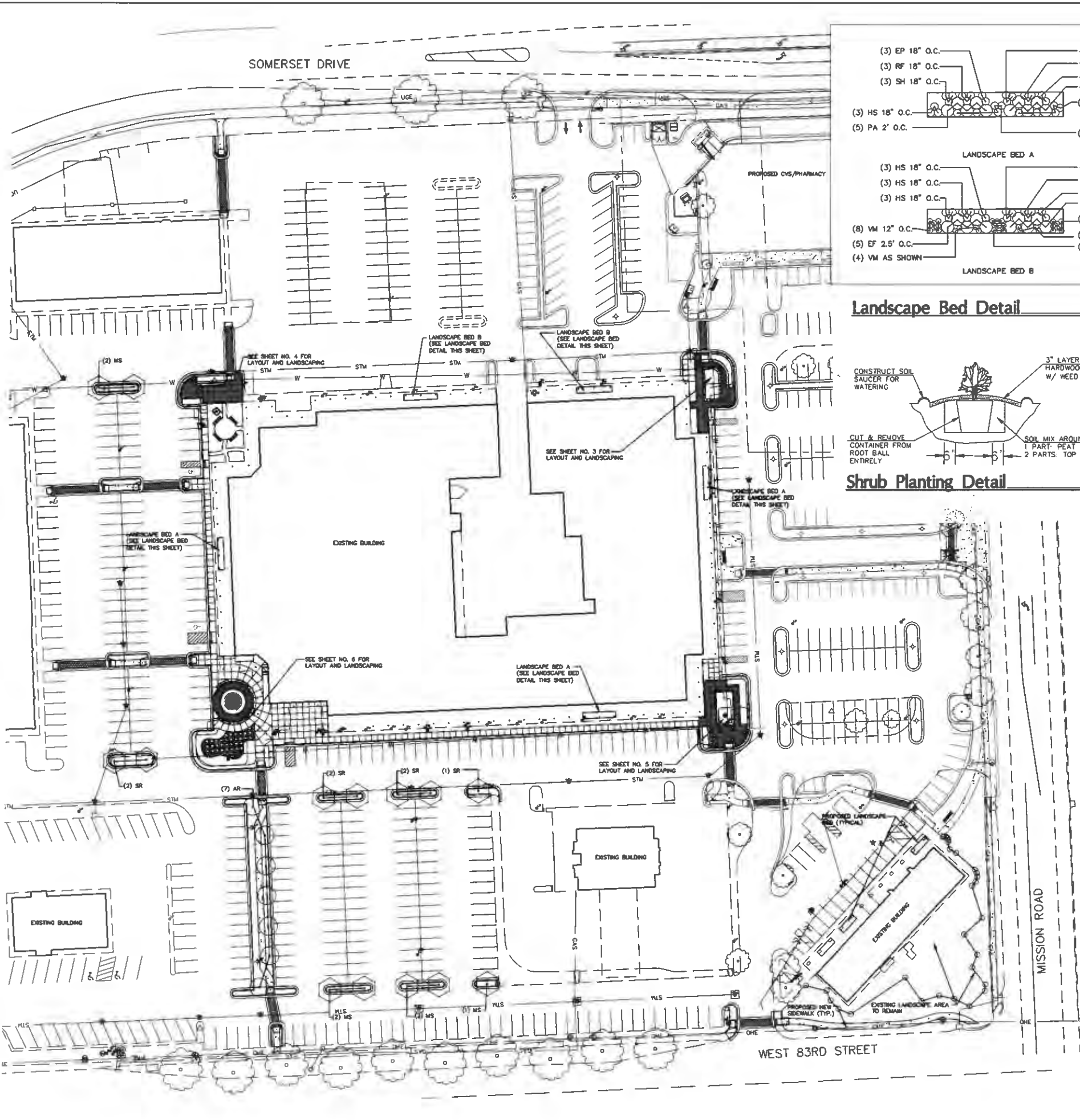
**Corinth Retail Center - Phase II  
Site Improvements - Phase II  
Site Layout Plan  
Somerset Drive & Mission Road  
Prairie Village, Kansas**

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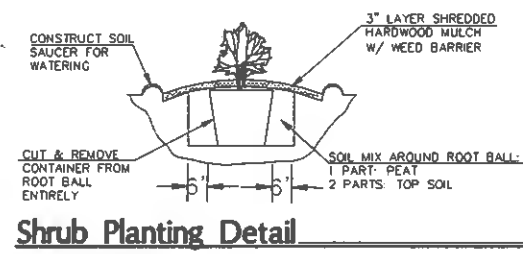
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DRAWN BY: KDB  
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**1**  
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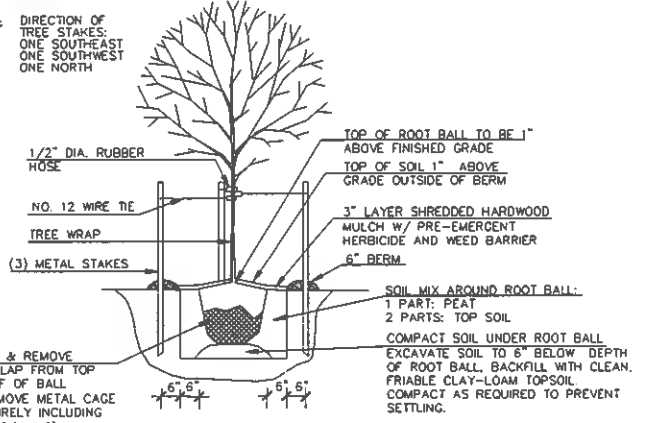
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**Landscape Bed Detail**



**Shrub Planting Detail**



**Tree Planting Detail**

**Landscape Notes**

1. ALL TREES AND SHRUBS SHALL BE STAKED IN THE FIELD FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
2. REFER TO SPECIFICATIONS FOR PLANT MATERIAL AND INSTALLATION METHODS.
3. PLANT MATERIAL SHALL COMPLY WITH ALL SIZING AND GRADING STANDARDS OF THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK".
4. PLANT FERTILIZER SHALL BE AGRIFORM 21 GRAM TABLETS, SLOW RELEASE, 20-10-5 ANALYSIS OR APPROVED EQUAL. RATES OF APPLICATION SHALL BE AS RECOMMENDED BY MANUFACTURER.
5. TURF AREA SHALL BE TREATED WITH FERTILIZER APPLIED AT A RATE OF 1 POUND PER 1000 SQUARE FEET.
6. LOCATE ALL UTILITIES PRIOR TO DIGGING, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES.
7. ALL LANDSCAPE AREAS SHALL BE IRRIGATED AND MAINTAIN REQUIRED PLANT MATERIALS IN GOOD AND HEALTHY CONDITION. IRRIGATION WILL COMPLY WITH CITY OF LENEXA LANDSCAPING, BUFFERING AND SITE DESIGN REQUIREMENTS, SECTION 4-1-D-2-R3.
8. ALL DISTURBED AREAS NOT DESIGNATED AS PAVEMENT, OR PLANTING BEDS, SHALL BE SODED WITH TURF TYPE FESCUE BLEND OR APPROVED EQUAL AT THE DIRECTION OF THE OWNER. ALL TURF AREAS SHALL CONSIST OF A MINIMUM 8" THICKNESS TOPSOIL FREE OF CLAY DEBRIS. STICKS OR ROCKS IN EXCESS OF 1" IN DIAMETER. ALL TOPSOIL AREAS SHALL BE FINE GRADED AND RAKED, REMOVING RIDGES AND FILLING DEPRESSIONS AS REQUIRED TO MEET FINISHED GRADES AND CREATE POSITIVE DRAINAGE AWAY FROM BUILDINGS.

**Landscape Summary**

SYMBOL	KEY	QTY	NAME	SIZE	CONC.
<b>ORNAMENTAL TREES</b>					
SR	10	JAPANESE TREE LILAC - SYRINGA RETICULATA	1.5" CAL MIN	B&B	
MS	10	PRAIRIFIRE CRABAPPLE - MALUS SPECIES 'PRAIRIFIRE'	1.5" CAL MIN	B&B	
CC	1	EASTERN REDBUD - CERDUS CANADENSIS			
<b>COLUMNAR TREES</b>					
AR	7	BOWHALL MAPLE - ACER RUBRUM - 'BOWHALL'	1.5" CAL MIN	B&B	
<b>DECIDUOUS/EVERGREEN SHRUBS</b>					
SB	41	GOLD FLAME SPIREA - SPIREA BUMALDA 'GOLDFLAME'	3 GAL	CONT.	
CA	7	NEW JERSEY TEA - CEANOTHUS AMERICANUS			
EF	45	MOONSHADOW EUONYMUS - EUONYMUS FORTUNEI 'MOONSHADOW'			
BG	34	GREEN VELVET BOXWOOD - BUXUS X 'GREEN VELVET'			
VO	5	DWARF EUROPEAN CRANBERRYBUSH VIBURNUM - VIBURNUM OPULUS 'NANUM'			
JH	10	ANDORRA JUNIPER - JUNIPERUS HORIZONTALIS 'PLUMOSA COMPACTA'			
BM	22	WINTERGREEN BOXWOOD - BUXUS MICROPHYLLA 'WINTER GREEN'			
PA	48	DWARF FOUNTAIN GRASS - PENNISSETUM ALOPECUROIDES 'HAWELN'			
PM	9	MUGO PINE - PINUS MUGO			
<b>PERENNIALS</b>					
HS	75	BIG BLUE HOSTA - HOSTA SIEBOLDIANA 'ELEGANS'	3.5" POT	N/A	
HR/ML	14	DAYLILIES - RED AND PURPLE IN COLOR			
HD	25	STELLA DE ORO DAYLILY - HEMEROCALLIS 'STELLA DE ORO'			
CP	10	LIMEROCK RUBY COREOPSIS - COREOPSIS SP 'LIMEROCK RUBY'			
<b>PRAIRIE GRASSES, AND FORBES</b>					
CS	3	GREY DOGWOOD - CORNUS SPECIES	3.5" POT	N/A	
EP	51	PURPLE COMEFLOWER - ECHINACEA PURPUREA			
RF	62	BLACK EYED SUSAN - RUBECKIA FULGIDA 'GOLDSTURM'			
CS	3	GREY DOGWOOD - CORNUS SPECIES			
SH	81	PRAIRIE DROPSIDE - SPOROBOLUS-HETEROLEPIS			

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 1400 W. University Blvd., Suite 200  
 Lenexa, KS 66150  
 Phone: (816) 261-1141  
 Fax: (816) 261-1144  
 Website: www.lanexaeng.com

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 Lenexa, KS 66150  
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 Fax: (816) 261-1144  
 Website: www.lanexaeng.com

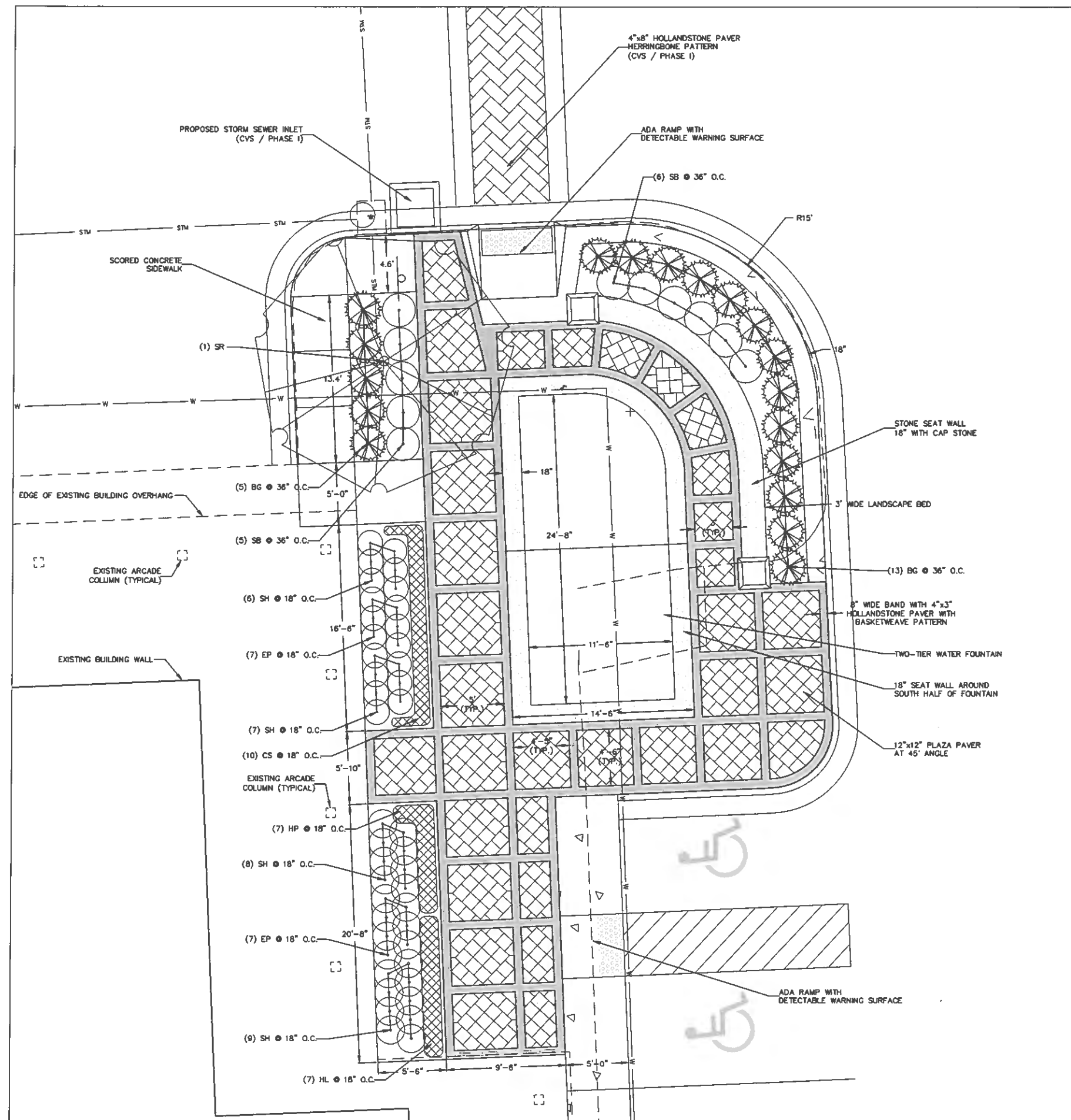
**Corinth Retail Center  
 Site Improvements - Phase II  
 Landscape Plan & Mission Road  
 Somerset Drive & Mission Road  
 Prairie Village, Kansas**

REV	DATE	DESCRIPTION

DATE:	08 AUG 2011
PROJECT NO.:	2011.1146
DESIGNED BY:	ADM
DRAWN BY:	KDS
CHECKED BY:	PAM,ADM

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REFER TO SHEET 2 FOR LANDSCAPE  
NOTES, DETAILS AND PLANT SCHEDULE

Civil Engineering  
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 Community Planning  
 Surveying  
 Landplan Engineering, P.A.  
 1000 W. Lawrence Ave.  
 Lawrence, KS 66044  
 Phone: (785) 843-1111  
 Fax: (785) 843-1112  
 Email: info@landplan.com

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 4200 Central Street  
 Kansas City, Missouri 64117  
 Phone: 816.251.1111  
 Fax: 816.251.1112  
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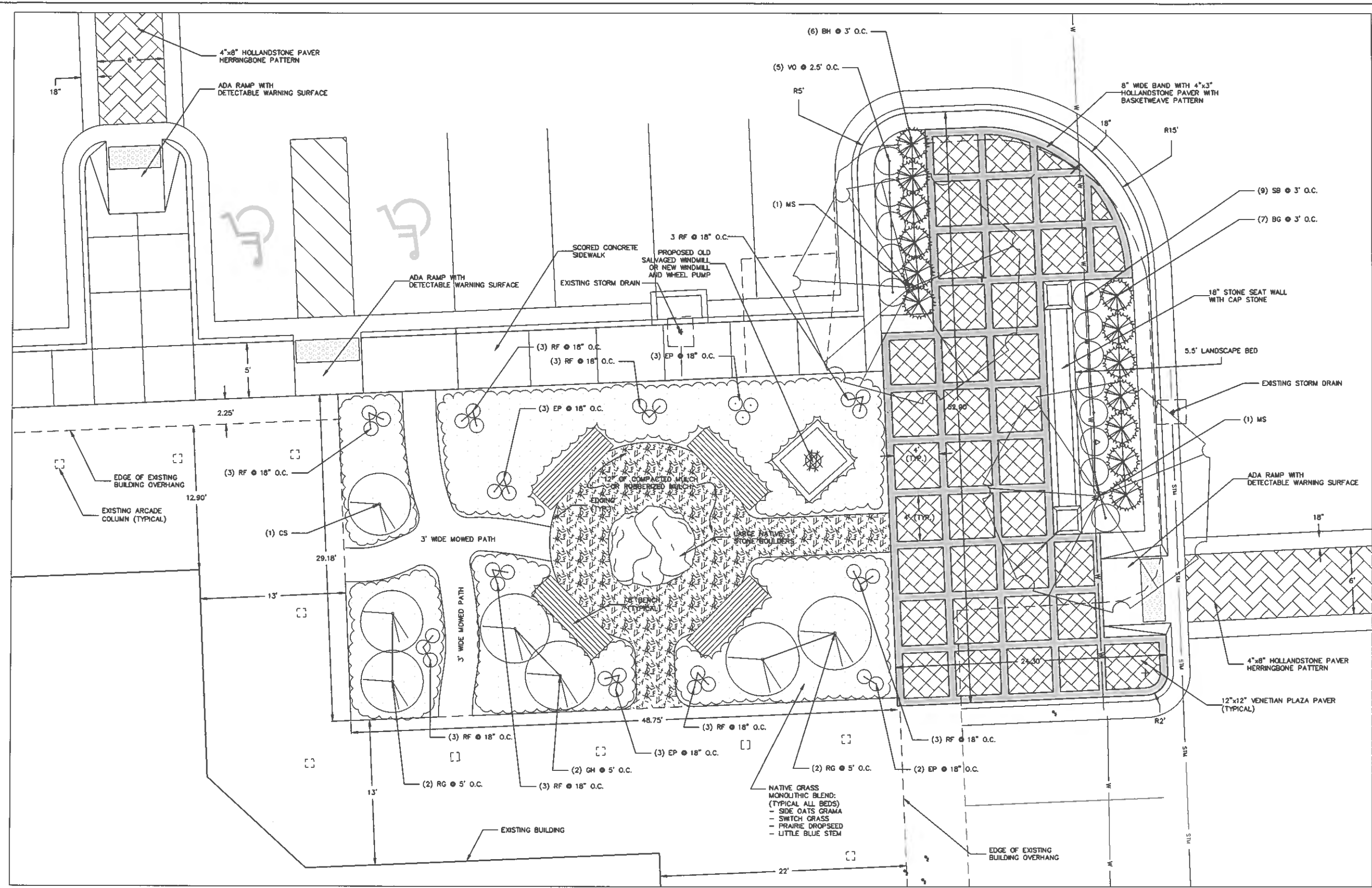
**Corinth Retail Center - Phase II**  
**Site Improvements - Landscape Plan - NE**  
**Somerset Drive & Mission Road**  
**Prairie Village, Kansas**

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Civil Engineering  
 Landscape Architecture  
 Community Planning  
 Surveying  
 1400 E. Lawrence Ave., Suite 200  
 Lawrence, KS 66044  
 Phone: (785) 843-1111  
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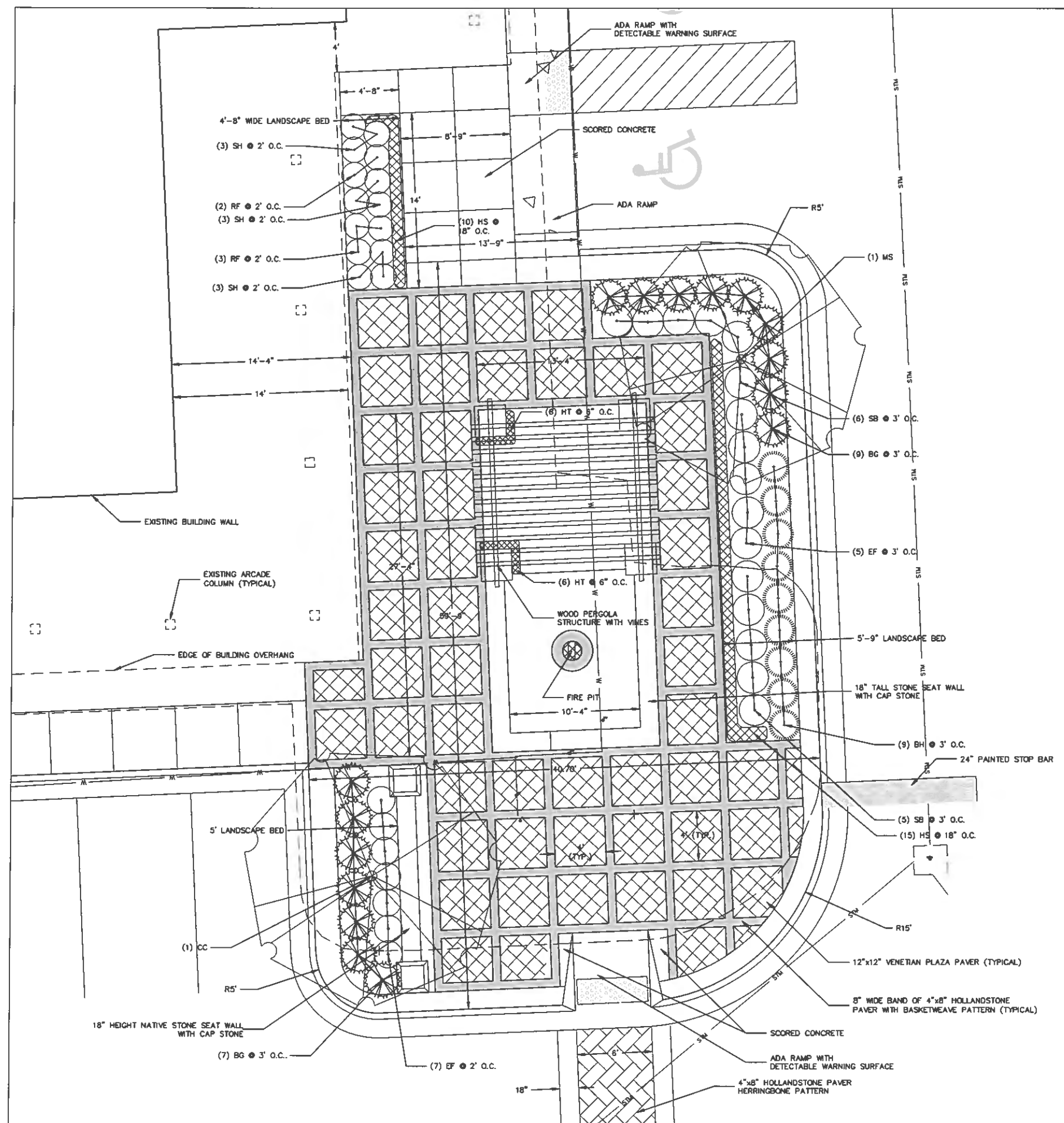
**Corinth Retail Center - Phase II**  
**Site Improvements - Landscape Plan - NW**  
**Layout & Drive & Mission Road**  
**Prairie Village, Kansas**

REV	DATE	DESCRIPTION

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PROJECT NO.:	2011.1145
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CHECKED BY:	PAL/ADM

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NOTES, DETAILS AND PLANT SCHEDULE

**Landplan Engineering, P.A.**  
 Landscape Architecture  
 Community Planning  
 Surveying  
 1000 S. Lincoln Blvd., 200  
 Kansas City, MO 64111  
 Tel: 816.231.1234  
 Fax: 816.231.1234  
 Web: www.landplanpa.com

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 LANE4 Property Group, Inc.  
 4100 Central Expressway  
 Kansas City, Missouri 64112  
 Tel: 816.268.9122  
 Fax: 816.268.9122  
 Web: www.lane4.com

**Corinth Retail Center  
 Site Improvements - Phase II  
 Layout & Landscape Plan - SE  
 Somerset Drive & Mission Road  
 Prairie Village, Kansas**

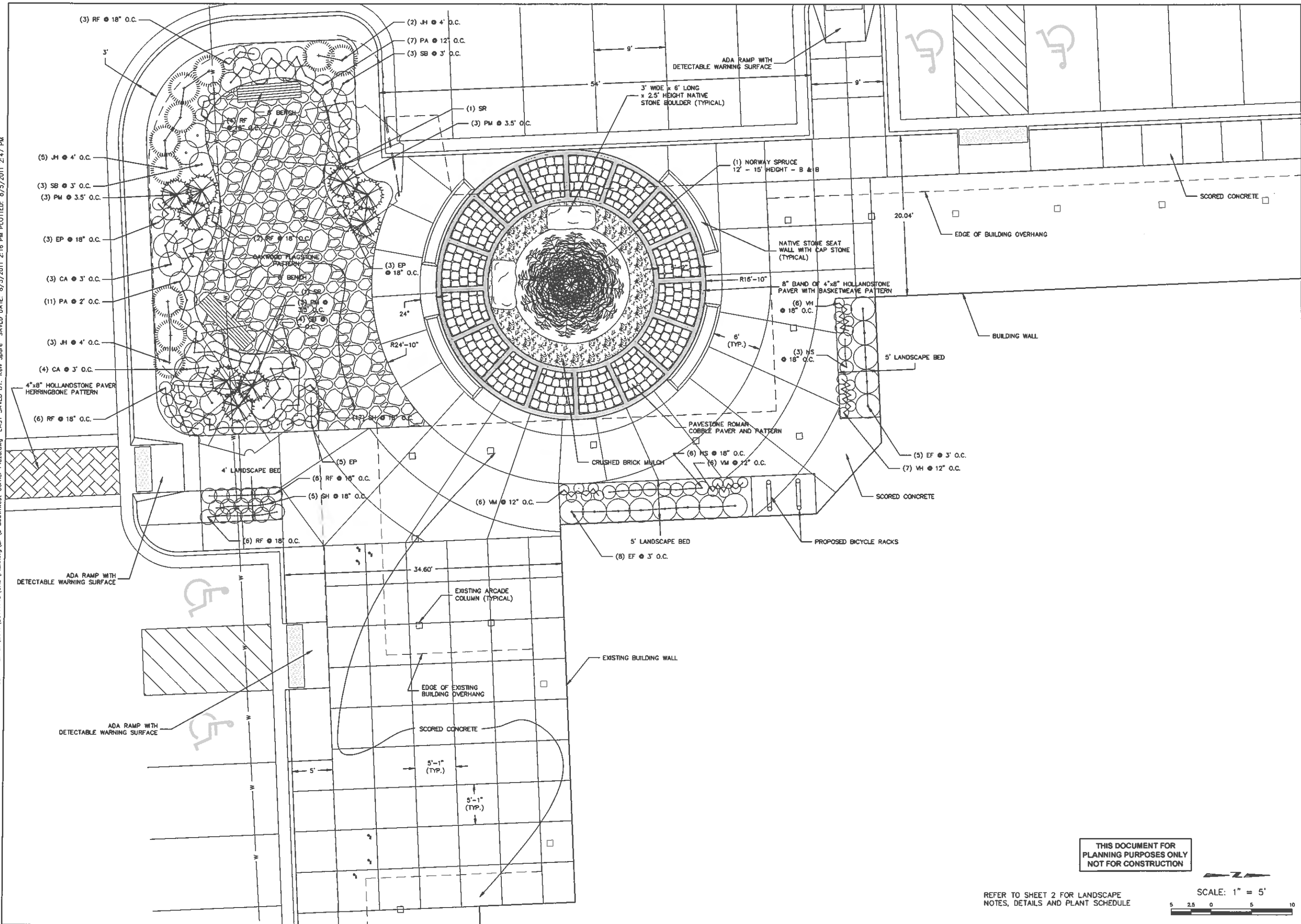
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DATE:	08 AUG 2011
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DRAWN BY:	KDS
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FILE NAME: S:\2011\20111143\CAD\Planning\_SP\6 Southwest Corner Plaza.dwg LAST SAVED BY: Kev Spore SAVED DATE: 8/5/2011 2:16 PM PLOTTED: 8/5/2011 2:47 PM



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PLANNING PURPOSES ONLY  
NOT FOR CONSTRUCTION

REFER TO SHEET 2 FOR LANDSCAPE  
NOTES, DETAILS AND PLANT SCHEDULE



Civil Engineering  
Landscape Architecture  
Community Planning  
Surveying

**Landplan Engineering, P.A.**  
Landplan, 100 S. Kansas City, MO - Independence City, MO  
100 S. Kansas City, MO - Independence City, MO  
100 S. Kansas City, MO - Independence City, MO

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**LANE4**  
PROPERTY GROUP

LANE4 Property Group, Inc.  
4308 Central Street  
Kansas City, Missouri 64112

Phone: 816-252-8127  
Fax: 816-252-1441  
Web: www.lane4group.com

**Corinth Retail Center - Phase II  
Site Improvements - Landscape Plan - SW  
Somerset Drive & Mission Road  
Prairie Village, Kansas**

REV	DATE	DESCRIPTION

DATE:	08 AUG 2011
PROJECT NO.:	2011,1143
DESIGNED BY:	ADM
DRAWN BY:	KOB
CHECKED BY:	PAUL ADM

ISSUE	SHEET NO.
	6
	OF 6 SHEETS



**SPECIFICATIONS:**

- FURNISH AND INSTALL (3) SETS OF REVERSE CHANNEL, HALO LIT LETTERS "CORINTH SQUARE"
- ALUMINUM LETTERS PAINTED SW7020 BLACK FOX WITH CLEAR LEXAN BACKS.
- WHITE HALO ILLUMINATION
- PIN MOUNTS 1 1/2" OFF STONE WALL
- CURVED STONE WALL BY OTHERS
- ALUMINUM PANEL PAINTED SW7020 BLACK FOX WITH VINYL APPLIED IN WHITE AND ORANGE

**CUSTOMER:** LANE 4 PROPERTIES  
**NAME:**  
**LOCATION:** CORINTH SQUARE SC  
 PRAIRIE VILLAGE, KS  
**PHONE:**

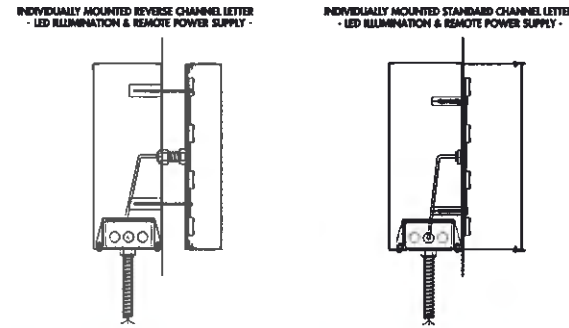
**DATE:** 8/30/11  
**DESIGN NO.:** SS-6535B  
**ARTIST:** JH  
**SCALE:** 1" = 1'

**APPROVED:**

**DATE:**



# Attachment A: IN-LINE TENANT SPACES



## Pre-approved finishes



SW7067 Cityscape

SW7020 Black Fox

SW7003 Toque White

Cedar Wood Plank  
(for re-facing existing oval cabinets only)



### FASCIA MOUNT SIGNS

- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL LETTERS/LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- LETTERS/LOGO MOUNTS TO .090" THICK, 18" HIGH BACKGROUND PANEL IN ONE OF APPROVED FINISHES. PANEL MOUNTS FLUSH TO 3" DEEP X 12"H RACEWAY INSET FROM PANEL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8' FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION



### GABLE MOUNT TYPICAL SIGNS

- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL LETTERS/LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- LETTERS/LOGO MOUNTS TO .090" THICK, 18" HIGH BACKGROUND PANEL IN ONE OF APPROVED FINISHES. MOUNTS TO 3" DEEP RACEWAY SIZED 1" SMALLER (MINIMUM) FROM ALL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8' FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION



### FASCIA MOUNT SIGNS

- HALO LIT, INTERNALLY-ILLUMINATED, REVERSE CHANNEL INDIVIDUAL LETTERS/LOGO
- FABRICATED METAL LETTER/LOGO IN CUSTOMER COLOR WITH 3" DEEP (MINIMUM) RETURNS WITH CLEAR LEXAN BACKING
- LETTERS/LOGO PIN MOUNTS OFF 1 1/2" FROM .090" THICK, 18" HIGH BACKGROUND PANEL IN ONE OF APPROVED FINISHES. PANEL MOUNTS FLUSH TO 3" DEEP X 12"H RACEWAY INSET FROM PANEL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- WHITE LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8' FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION



### GABLE MOUNT TYPICAL SIGNS

- HALO LIT, INTERNALLY-ILLUMINATED, REVERSE CHANNEL INDIVIDUAL LETTERS/LOGO
- FABRICATED METAL LETTER/LOGO IN CUSTOMER COLOR WITH 3" DEEP (MINIMUM) RETURNS WITH CLEAR LEXAN BACKING
- PIN MOUNTS OFF 1 1/2" FROM .090" THICK BACKGROUND PANEL IN ONE OF APPROVED FINISHES. PANEL MOUNTS TO 3" DEEP RACEWAY SIZED 1" SMALLER (MINIMUM) FROM ALL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- WHITE LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8' FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION



### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL LETTERS/LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- LETTERS/LOGO MOUNTS TO .090" THICK, BACKGROUND PANEL IN ONE OF APPROVED FINISHES, RETRO FITTED FOR OVAL CABINET. CABINET PAINTED TO MATCH FACES
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS



### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- HALO LIT, INTERNALLY-ILLUMINATED, REVERSE CHANNEL INDIVIDUAL LETTERS/LOGO
- FABRICATED METAL LETTER/LOGO IN CUSTOMER COLOR WITH 3" DEEP (MINIMUM) RETURNS WITH CLEAR LEXAN BACKING
- MOUNTS TO BACKGROUND PANEL IN ONE OF APPROVED FINISHES WITH OVAL CABINET PAINTED TO MATCH
- LETTERS PIN MOUNT OFF PANEL 1 1/2"
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS



### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- ROUT COPY FROM .090 ALUMINUM BACKGROUND PAINTED IN ONE OF APPROVED FINISHES. BACKED WITH WHITE PLEXIGLAS
- PAINT CABINET MATCHING FINISH TO FACE
- CHECK EXISTING LAMPS
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS



### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- .090 ALUMINUM BACKGROUND PAINTED IN ONE OF APPROVED FINISHES OR CEDAR PLANK
- PAINT CABINET MATCHING FINISH TO FACE
- FLUSH MOUNT FLAT CUT OUT LETTERS/LOGO IN CUSTOMER COLOR
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS

## SPECIFICATIONS:

- SURVEY REQUIRED BEFORE ALL FABRICATION/INSTALLATION
- ALL LED COMPONENTS MUST BE CLASS 2 LOW VOLTAGE
- MUST MEET ALL APPLICABLE ELECTRICAL AND BUILDING CODES.
- MUST HAVE UL LABEL

**CUSTOMER:** LANE 4 PROPERTIES  
**NAME:**  
**LOCATION:** CORINTH SQUARE SC  
 PRAIRIE VILLAGE, KS  
**PHONE:**

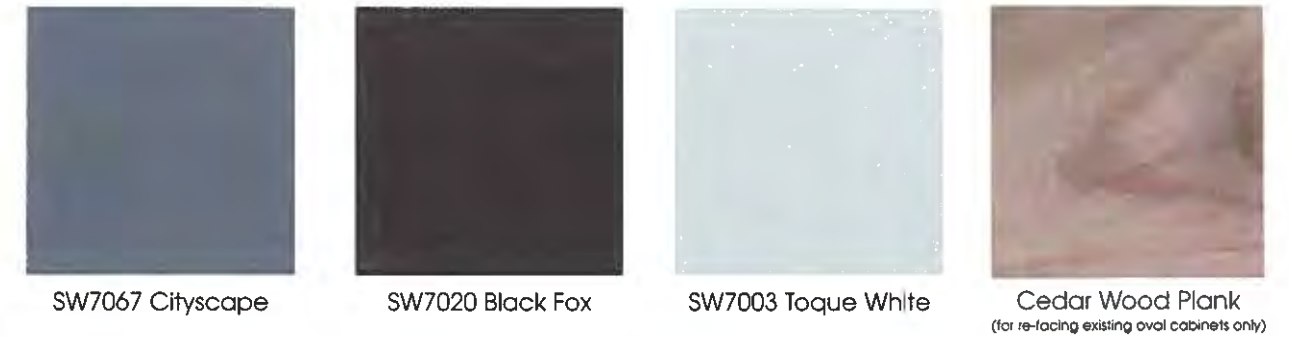
**DATE:** 8/18/11  
**DESIGN NO:** SS-6535  
**ARTIST:** JH  
**SCALE:** 3/16" = 1'

**APPROVED:**

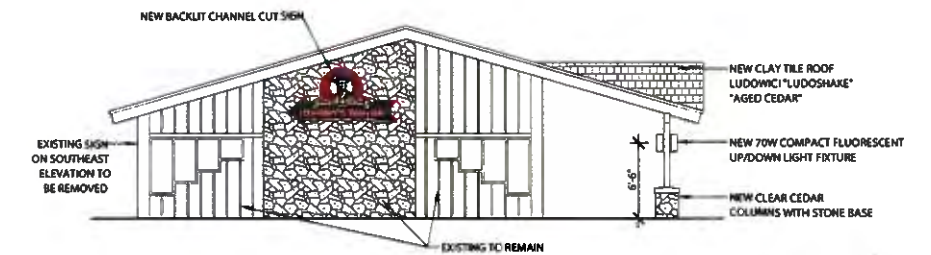
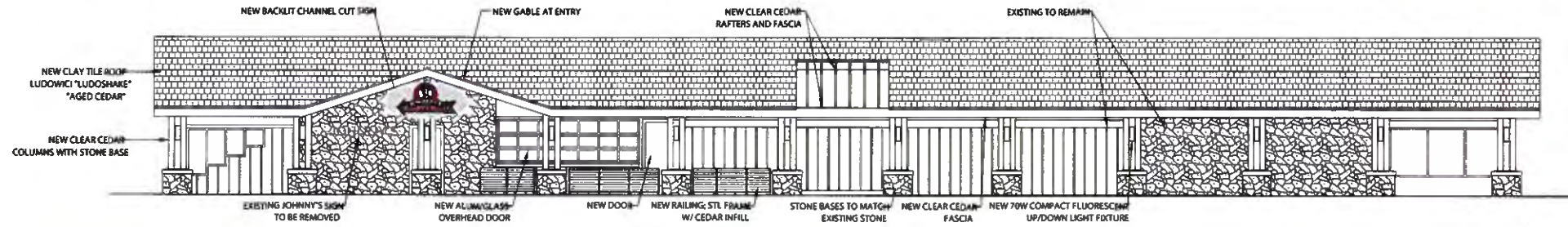
**DATE:**



## Pre-approved finishes

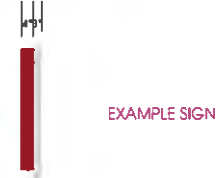
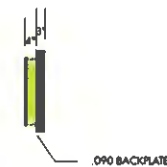


## Attachment B: SINGLE USE FREE STANDING PAD SITE TENANT SPACES



NORTHWEST ELEVATION  
SCALE: 1/16" = 1'-0"

NORTHEAST ELEVATION  
SCALE: 1/16" = 1'-0"



EXAMPLE SIGN



### GABLE MOUNT TYPICAL SIGNS

- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL LETTERS/LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- LETTERS/LOGO MOUNTS TO .090" THICK, 18" HIGH BACKGROUND PANEL IN ONE OF APPROVED FINISHES. MOUNTS TO 3" DEEP RACEWAY SIZED 1" SMALLER (MINIMUM) FROM ALL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8" FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION

### GABLE MOUNT OVAL SIGNS WITH CONTOUR LOGO

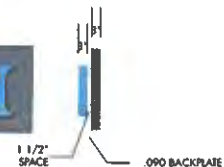
- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL CONTOUR LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- CONTOUR LOGO MOUNTS TO .090" THICK, BACKGROUND PANEL IN ONE OF APPROVED FINISHES, FITTED FOR OVAL CABINET. CABINET PAINTED TO MATCH FACES
- LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8" FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION

### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- INTERNALLY-ILLUMINATED, PAN CHANNEL INDIVIDUAL LETTERS/LOGO
- 3/16" THICK PLEXIGLAS FACES WITH 1" TRIM CAPS AND PAINTED 4" DEEP (MINIMUM) RETURNS
- LETTERS/LOGO MOUNTS TO .090" THICK, BACKGROUND PANEL IN ONE OF APPROVED FINISHES, RETRO FITTED FOR OVAL CABINET. CABINET PAINTED TO MATCH FACES
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS

### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- ROUT COPY FROM .090 ALUMINUM BACKGROUND PAINTED IN ONE OF APPROVED FINISHES, BACKED WITH WHITE PLEXIGLAS
- PAINT CABINET MATCHING FINISH TO FACE
- CHECK EXISTING LAMPS
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS



EXAMPLE SIGN



EXAMPLE SIGN

EXAMPLE SIGN



### GABLE MOUNT TYPICAL SIGNS

- HALO LIT, INTERNALLY-ILLUMINATED, REVERSE CHANNEL INDIVIDUAL LETTERS/LOGO
- FABRICATED METAL LETTER/LOGO IN CUSTOMER COLOR WITH 3" DEEP (MINIMUM) RETURNS WITH CLEAR LEXAN BACKING
- LETTERS/LOGO MOUNTS TO .090" THICK, 18" HIGH BACKGROUND PANEL IN ONE OF APPROVED FINISHES. MOUNTS TO 3" DEEP RACEWAY SIZED 1" SMALLER (MINIMUM) FROM ALL EDGES AND PAINTED SAME COLOR AS BACKGROUND PANEL
- LETTERS PIN MOUNT OFF PANEL 1 1/2"
- WHITE LED ILLUMINATION
- ATTACHES WITH EXISTING MOUNTING BRACKETS
- MUST BE MINIMUM OF 8" FROM BOTTOM OF SIGN TO SIDEWALK AND CONSISTANT ACROSS ELEVATION

### WALL MOUNT SIGNS- PAN FACE CONTOUR LOGO, PAN FACE CHANNEL FACE LIT, AND REVERSE CHANNEL HALO LIT

- SAME SPECIFICATIONS FOR CONSTRUCTION
- MOUNTING METHOD FLUSH TO WALL FOR ALL FACE LIT LETTERS/LOGOS OR CONTOUR LOGOS
- MOUNTS 1 1/2" OFF FASCIA FOR REVERSE CHANNEL HALO LIT LETTERS/LOGO

### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- HALO LIT, INTERNALLY-ILLUMINATED, REVERSE CHANNEL INDIVIDUAL LETTERS/LOGO
- FABRICATED METAL LETTER/LOGO IN CUSTOMER COLOR WITH 3" DEEP (MINIMUM) RETURNS WITH CLEAR LEXAN BACKING
- MOUNTS TO BACKGROUND PANEL IN ONE OF APPROVED FINISHES WITH OVAL CABINET PAINTED TO MATCH
- LETTERS PIN MOUNT OFF PANEL 1 1/2"
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS

### GABLE MOUNT OVAL SIGNS

- RE-USE EXISTING OVAL CABINET
- .090 ALUMINUM BACKGROUND PAINTED IN ONE OF APPROVED FINISHES OR CEDAR PLANK
- PAINT CABINET MATCHING FINISH TO FACE
- FLUSH MOUNT FLAT CUT OUT LETTERS/LOGO IN CUSTOMER COLOR
- RE-INSTALLS SAME LOCATION USING EXISTING MOUNTING BRACKETS
- EXTERNAL ILLUMINATION BY OTHERS

### SPECIFICATIONS:

- SURVEY REQUIRED BEFORE ALL FABRICATION/INSTALLATION
- ALL LED COMPONENTS MUST BE CLASS 2 LOW VOLTAGE
- MUST MEET ALL APPLICABLE ELECTRICAL AND BUILDING CODES.
- MUST HAVE UL LABEL

CUSTOMER: LANE 4 PROPERTIES

NAME:

LOCATION: CORINTH SQUARE SC

PRAIRIE VILLAGE, KS

PHONE:

DATE: 8/30/11

DESIGN NO: SS-6535

ARTIST: JH

SCALE: 3/16" = 1'

APPROVED:

DATE:



LUMINOUS Neon Inc  
ART & SIGN SYSTEMS

**Pre-approved finishes**



SW7067 Cityscape



SW7020 Black Fox

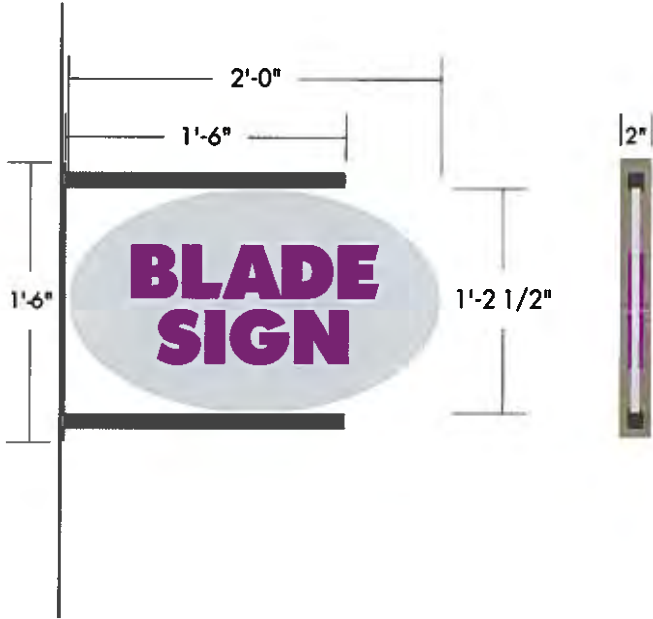


SW7003 Toque White



Cedar Wood Plank

**Attachment C: BLADE SIGN**



- NON-ILLUMINATED, DOUBLE-FACED PROJECTING BLADE SIGN
- ALUMINUM 1/2" PANEL BACKGROUND PAINTED TO MATCH ONE OF THE APPROVED FINISHES
- 1/4" THICK, FLAT CUT OUT BUSINESS NAME
- MOUNTS WITH 1" SQUARE TUBE PAINTED ONE OF THE APPROVED COLORS
- INSTALLS UNDER CANOPY AT A HEIGHT OF 8' TO BOTTOM OF SIGN
- TO LOCATE (1) AT EACH BUSINESS ENTRANCE

**Attachment D: PEDESTRIAN SIGN**



- NON-ILLUMINATED, DOUBLE-FACED SUSPENDED PEDESTRIAN SIGN
- ALUMINUM 2" PAN BACKGROUND PAINTED TO MATCH ONE OF THE APPROVED FINISHES
- 1/4" THICK, FLAT CUT OUT BUSINESS NAME
- INSTALLS UNDER CANOPY AT A HEIGHT OF 8' TO BOTTOM OF SIGN
- TO LOCATE (1) AT EACH BUSINESS ENTRANCE

**SPECIFICATIONS:**  
 • SURVEY REQUIRED BEFORE ALL FABRICATION/INSTALLATION

<b>CUSTOMER:</b> LANE 4 PROPERTIES	<b>DATE:</b> 8/29/11
<b>NAME:</b>	<b>DESIGN NO.:</b> SS-6535
<b>LOCATION:</b> CORINTH SQUARE SC PRAIRIE VILLAGE, KS	<b>ARTIST:</b> JH
<b>PHONE:</b>	<b>SCALE:</b> 1" = 1'

**APPROVED:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



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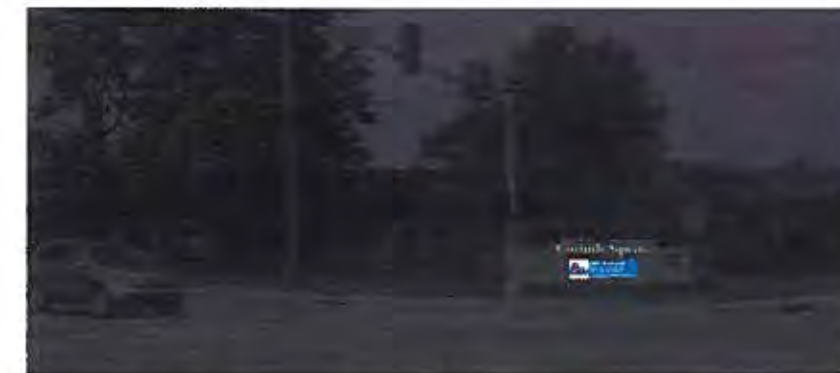
# Attachment E: SHOPPING CENTER ID/PROMOTIONAL SIGN



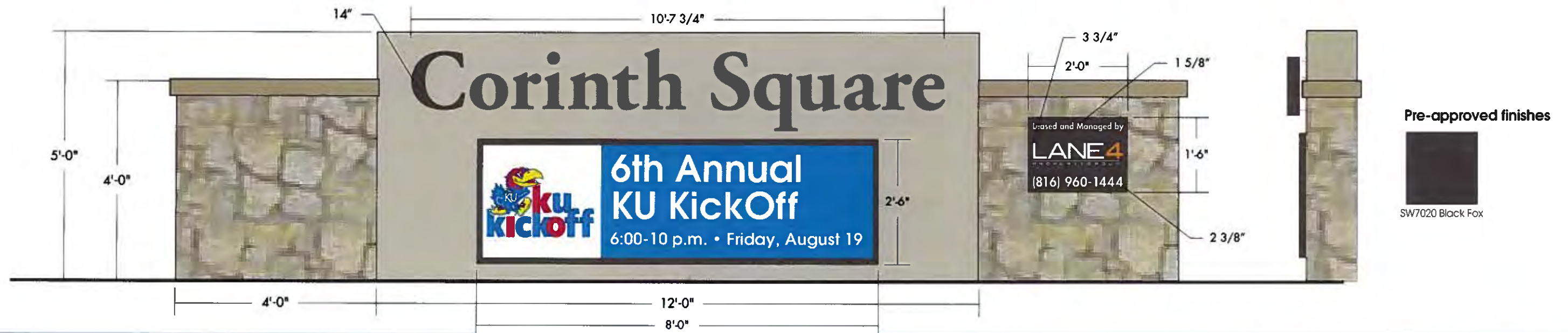
NTS-83RD & MISSION RD



EXISTING



SIMULATED NIGHT VIEW WITH HALO LIT AND FACE LIT "CORINTH SQUARE" AND FACE LIT PROMOTIONAL SIGN



**SPECIFICATIONS:**

- FABRICATE AND INSTALL LETTERS, CABINET AND PLAQUE FOR SHOPPING CENTER
- (1) INTERNALLY-ILLUMINATED, SINGLE-FACE PROMOTIONAL SIGN CABINET WITH REMOVABLE RETAINER PAINTED SW 7020 BLACK FOX TO INSET IN TEXTURE PAINTED ALUMINUM BACKGROUND
- -DIGITALLY PRINTED LEXAN FACES TO BE REMOVEABLE TO CHANGE OUT FOR UPCOMING SHOPPING CENTER OR COMMUNITY EVENTS 10-12 TIMES A YEAR
- (1) SET OF COMBINATION PAN CHANNEL AND HALO LIT SHOPPING CENTER ID LETTERS, LIT WITH WHITE LEDS.
- WHITE FACES OVERLAID WITH CUSTOM PERFECT VINYL PAINTED SW7020 BLACK FOX, CLEAR BACKS, BRONZE TRIM CAPS AND RETURNS PAINTED SW7020 BLACK FOX, PIN MOUNTED OFF TEXTURE PAINTED ALUMINUM BACKGROUND
- (1) 1/4" THICK ALUMINUM PANELS PAINTED SW7020 BLACK FOX WITH VINYL GRAPHICS APPLIED IN WHITE AND ORANGE ATTACHES TO STONE COLUMNS
- ALL STONERWORK BY OTHERS

**CUSTOMER:** LANE 4 PROPERTIES  
**NAME:**  
**LOCATION:** CORINTH SQUARE SC PRAIRIE VILLAGE, KS  
**PHONE:**

**DATE:** 9/1/11  
**DESIGN NO:** SS-6535B-4  
**ARTIST:** JH  
**SCALE:** 1" = 1'

**APPROVED:**

**DATE:**

Pre-approved finishes



SW7020 Black Fox



## ADMINISTRATION

Council Committee Date: September 6, 2011

\*City Council Date: September 6, 2011

### **COU2011-45: Consider Letter of Commitment with Mid-America Regional Council (MARC) Related to a HUD Sustainable Communities Challenge Grant**

---

#### **RECOMMENDATION:**

Staff recommends the Council discuss whether or not participate in a grant application with Mid-America Regional Council (MARC) related to a HUD Sustainable Communities Challenge Grant to develop sustainable-development friendly codes.

#### **SUGGESTED MOTION:**

The City authorize the Mayor to execute a Letter of Commitment with Mid-America Regional Council (MARC) related to a HUD Sustainable Communities Challenge Grant

#### **BACKGROUND:**

The Mid-America Regional Council (MARC) is applying for a HUD Sustainable Communities Challenge Grant with the endorsement of the First Suburbs Coalition. MARC will work with the First Suburbs Coalition, a coalition of inner ring suburbs in the Kansas City metro area, and local members of the coalition, in partnership with the Rocky Mountain Land Use Institute, the local chapter of the Urban Land Use Institute, and the Home Builders Association of Greater Kansas City, to evaluate local government codes and policies to make them more redevelopment-ready and sustainable-friendly.

The project will involve the following steps:

- 1) **Develop a Guide** - the First Suburbs Coalition, with assistance from the Rocky Mountain Land Use Institute, and in partnership with the Urban Land Institute and Home Builders Association, will develop a guide of options for redevelopment-ready, sustainable-development-friendly codes, policies and incentives. The guide will be built on work already done within the metro area, including work started by the First Suburbs Coalition and the Sustainable Communities Initiative, Creating Sustainable Places. The guide will also be based on national examples and research provided by the project's partners. The guide will not be a single way to revamp codes

and policies, but a selection of strategies and approaches to meet different needs.

The First Suburbs Coalition and MARC will work with its members and partners to develop, as a part of the guide, a section on how best the codes, policies, and incentives can be coordinated across the region in order to lessen code-competition and increase uniformity of standards and expectations.

- 2) **Code and Policy Audits** - once the guide has been developed, MARC, in partnership with individual local governments, will contract for services to audit the codes, policies, and incentives of individual first suburban communities and develop recommended revisions to their codes based on the Redevelopment-Ready, Sustainable-Development-Friendly Guide.
- 3) **Adoption of Codes, Policies and Incentives** - based on the individual professional audits, and in some cases self-audits, individual communities will adopt revisions to their codes, policies, and incentives that will make their communities more redevelopment-ready and sustainable-development-friendly.

The Sustainable Communities Challenge Grant requires a matching in-kind or cash match under the submission guidelines. If the City decides to participate the City will be committing to provide in-kind assistance over the 3-year grant period in the following amounts:

- Staff assistance in preparing code guide (25 hours x \$50/hour) \$1,250; and
- Staff support for code, policy, incentive audit (2 persons x 50 hours x \$50/hr) \$5,000

**FUNDING SOURCE:**

Over the 3 year period of the grant, there is sufficient staff resources budgeted to meet the commitment as proposed by MARC.

**ATTACHMENTS:**

Sustainable Communities Challenge Grant Proposed Project  
Sample Commitment Letter

**PREPARED BY:**

Dennis J. Enslinger, Assistant City Administrator

Date: September 1, 2011



**Sustainable Communities Challenge Grant  
Proposed Project  
August 14, 2011**

Following is a brief outline of a joint grant application for a Sustainable Communities Challenge Grant to the HUD Office of Sustainable Housing and Communities. MARC would be the applicant and project administrator on behalf of the First Suburbs Coalition and participating local governments. The application amount can range from \$100,000 to \$3 million, requires a 20% cash or in-kind match, and must be submitted by September 9<sup>th</sup>.

A group of First Suburb Coalition planners met on Thursday, August 11<sup>th</sup> to discuss interest and possibilities for a joint grant. The following was concluded:

- There is a short time-frame for putting together an application
- Applying for and administering these grants is quite complicated
- Local governments have limited ability to provide match
- There will be a lot of competition
- Therefore:
  - If we submit a grant MARC should do it because they have the expertise to apply and administer the grant
  - If we submit a grant application it should be focused and provide direct benefit to local governments (the focus has to be on sustainability in plans and codes)
  - Costs should be kept to a minimum in order to keep match requirements low
  - MARC should provide a brief summary (below) of a potential grant application and first suburbs will let MARC know quickly if this is something their community wanted to participate in. There needs to be considerable support to make it worthwhile to prepare the grant application

**Summary of Potential Grant Application**

**Basic Premise:** First suburb local governments are interested in making their codes and development policies more redevelopment-ready and sustainable-development-friendly. However, they would like the ability to review codes and policies in order to tailor a package to their particular needs and the situation of their community. In addition, first suburbs, which are mostly communities of populations of 25,000 or less, desire to have professional assistance in evaluating their codes and policies based upon an agreed upon set of standards.

**Proposal:** The Mid-America Regional Council (MARC) will work with the First Suburbs Coalition, a coalition of inner ring suburbs in the Kansas City metro area, and local members of the coalition, in partnership with the Rocky Mountain Land Use Institute, the local chapter of the Urban Land Use Institute, and the Home Builders Association of Greater Kansas City, to transform local government codes and policies to make them more redevelopment-ready and sustainable-friendly.

The project will involve the following steps:

- 1) **Develop a Guide** – the First Suburbs Coalition, with assistance from the Rocky Mountain Land Use Institute, and in partnership with the Urban Land Institute and Home Builders Association, will develop a guide of options for redevelopment-ready, sustainable-development-friendly codes, policies and incentives. The guide will be built on work already done within the metro area, including work started by the First Suburbs Coalition and the Sustainable Communities Initiative, Creating Sustainable Places. The guide will also be based on national examples and research provided by the project’s partners. The guide will not be a single way to revamp codes and policies, but a selection of strategies and approaches to meet different needs.

The First Suburbs Coalition and MARC will work with its members and partners to develop as a part of the guide a section on how best the codes, policies, and incentives can be coordinated across the region in order to lessen code-competition and increase uniformity of standards and expectations.

- 2) **Code and Policy Audits** – once the guide has been developed MARC in partnership with individual local governments will contract for services to audit the codes, policies, and incentives of individual first suburban communities and develop recommended revisions to their codes based on the Redevelopment-Ready, Sustainable-Development-Friendly Guide.
- 3) **Adoption of Codes, Policies and Incentives** – based on the individual professional audits, and in some cases self-audits, individual communities will adopt revisions to their codes, policies, and incentives that will make their communities more redevelopment-ready and sustainable-development-friendly.

**Outcomes:** The First Suburbs Coalition and MARC anticipate the following outcomes:

- A code, policy, and incentive guide that will provide all local governments in the region, not just first suburbs, with credible and uniform direction on how to make their policies redevelopment-ready and sustainable-development-friendly
- Added support to efforts within the region, led by MARC’s Creating Sustainable Places initiative, to make the region sustainable
- Adoption of specific codes, policies and incentives within local governments throughout the region to encourage sustainable development and redevelopment
- An increase in the number and quality of redevelopment and sustainable development projects within the metro area

[Organization Letterhead]

September 8, 2011

Mr. Dean Katerndahl  
Director, Government Innovations Forum  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105

Dear Mr. Katerndahl:

The City of Prairie Village is pleased to provide this letter of commitment to the Mid-America Regional Council (MARC) for its grant application to the U.S. Department of Housing and Urban Development. The City of Prairie Village is committed to assist MARC in the accomplishments of the proposed goals and project objectives of the 2011 Community Challenge Planning Grant. We will assist MARC in the creation of a sustainable-development, redevelopment-ready code, policy, and incentive guide for local governments and the application of this guide to future audits, policies, and incentives.

The City of Prairie Village commits to provide in-kind assistance over the 3-year grant period in the following amounts:

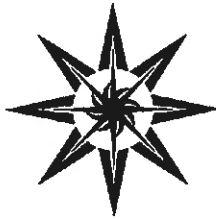
Staff assistance in preparing code guide (25 hours x \$50/hour)	\$1,250
Staff support for code, policy, incentive audit (2 persons x 50 hours x \$50/hr)	5,000

The above commitments are subject to the awarding of the Community Challenge Planning Grant in the amount requested and the performing of the tasks as set out in the grant application.

We look forward to working with the First Suburbs Coalition, MARC, our partner cities and organizations in creating a tool to remove barriers to sustainable development and help make our communities more vibrant and livable.

Yours truly,

[Signature and position of authorized organization official]



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: September 6, 2011

Council Meeting Date: September 6, 2011

**\*COU2011-46 - CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 190880-NALL AVENUE, 75<sup>TH</sup> STREET TO 79<sup>TH</sup> STREET.**

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### RECOMMENDED MOTION

Move to authorize the Mayor to sign the construction contract with Orr Wyatt Streetscapes for \$561,330.25 for Project 190880- Nall Avenue, 75<sup>th</sup> Street to 79<sup>th</sup> Street.

**COUNCIL ACTION REQUESTED: SEPTEMBER 6, 2011**

### BACKGROUND

On August 5, 2011, the City Clerk opened bids for this project. Eight bids were received:

Orr Wyatt Streetscapes	\$561,330.25
McAnnany Construction	\$573,402.64
Miles Excavating	\$575,294.70
O'Donnell and Sons	\$598,553.05
Mega Industries	\$610,198.25
Freeman Concrete Const.	\$624,879.90
Amino Brothers	\$638,368.35
JM Fahey	\$772,823.20
Engineer's Estimate	\$712,631.00

The Engineer has reviewed all bids and verified references for Orr Wyatt Streetscapes. Given Prairie Village has not had any past experience with this contractor we did hold a meeting with them to discuss their company and the project. The bid for the combined project is \$151,300.75 or 21% below the engineer's estimate which reflects a continued very good bid environment.

This project is our 2011 CARS project so it will be funded at 50% by Johnson County.

### FUNDING SOURCE

Funding is available under Project 190880- Nall Avenue, 75<sup>th</sup> Street to 79<sup>th</sup> Street.

### RELATION TO VILLAGE VISION

*CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*

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

## **ATTACHMENTS**

1. Construction Agreement with Orr Wyatt Streetscapes

### **PREPARED BY**

Keith Bredehoeft, Project Manager

September 1, 2011

**CONSTRUCTION CONTRACT  
FOR  
PROJECT 190880  
NALL AVENUE- 75<sup>TH</sup> STREET TO 79<sup>TH</sup> STREET  
BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
ORR WYATT STREETSCAPES- A JOINT VENTURE**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and Orr Wyatt Streetscapes- A Joint Venture, hereinafter termed in this agreement, "Contractor", for the construction and completion of Project , designated, described and required by the Project Manual and Bid proposal, to wit:

**CONTRACT COST:** The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of Five Hundred Sixty One Thousand Three Hundred Thirty DOLLARS and 25 CENTS (**\$ 561,330.25** ) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

**LIQUIDATED DAMAGES:** The contract is comprised of one large project (sometimes referred to as "Total Project Work") and, in some cases, is partitioned into smaller subprojects referred to in this agreement as "Project Segments." A total completion date shall be set forth for both the Total Project Work and, when applicable, the Project Segments. Liquidated damages shall apply to the Total Completion Date for the Total Project Work (as may be extended under the Contract) and, when applicable, the Total Completion Date for each Project Segment (as may be extended under the Contract), in accordance with this Agreement and the Special Conditions. Liquidated Damages are described in greater detail below and the applicable rates for the subject Project are set forth in the **Special Conditions**, attached hereto and incorporated herein by this reference.

Within ten (10) calendar days after receipt of written notice to commence from the City, the Contractor shall commence the Work to be done under this Contract. The Contractor agrees to complete the Total Project Work and Project Segments hereunder within the contract time period set forth in the Contract, or as it may be extended under the terms of this Contract. At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a project schedule setting forth, in detail, the proposed sequence of activities and the dates on which such activities shall be completed. The schedule shall also set forth the dates on which the Project Segments (if applicable to the Contract) shall be totally complete.

Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion when required under the Contract is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of

delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the required date for Total Completion for the Total Project or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Total Completion date. Such amount shall be deducted from any amounts due Contractor under this agreement.

The Contractor agrees that, in the event Project Segments are not Totally Complete, the City may also assess other liquidated damages for each calendar day beyond the date for Total Completion in an amount set forth in the Special Conditions. The Contractor agrees that such assessment is a reasonable estimate of the damages that may be sustained by the City in the event the project is delayed and that such amount is not a penalty.

Further, the Contractor agrees that, in the event Contractor does not carry out such work at such rates of progress as required by the Construction Schedule, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## 1. DEFINITIONS:

### 1.1 Following words are given these definitions:

**BID DOCUMENTS** shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

**BID PROPOSAL** shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the work to be performed.

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a Bid for the work.

**BONDS** shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

**CHANGE ORDER** is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of work, to adjust the quantities of work, to modify the Contract time, or, in lump sum contracts, to change the character and scope of work shown on the Project Manual.

**CITY** shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

**CONTRACT** or **CONTRACT DOCUMENTS** shall mean the Construction Agreement, the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, Project Manual and any other documents that have bearing the Work

prescribed in the Project.

**CONTRACT PRICE** shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for total completion of the Work as per the Contract Documents.

**CONTRACT TIME** shall be the number of calendar days stated in the Contract Documents for the completion of the work or shall be a specific date as designated in the Construction Agreement.

**CONTRACTOR** shall mean the entity entering into the Contract for the performance of the work covered by this Contract, together with his/her duly authorized agents or legal representatives.

**DEFECTIVE WORK** shall mean work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

**ENGINEER** shall mean the individual, firm or entity designated in the Contract Documents, which has been employed or contracted by the City for the performance of engineering services in connection with the Work.

**FIELD ORDER** shall mean a written order issued by the Project Manager that orders minor changes in the work, but which does not involve a change in the contract price or contract time.

**FIELD SUPERINTENDENT** shall mean the Public Works Field Superintendent of the City of Prairie Village or designee.

**FINAL ACCEPTANCE** shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

**INSPECTOR** shall mean the engineering or technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

**NOTICE OF AWARD** shall mean the written notice by the City to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Agreement.

**NOTICE TO PROCEED** shall mean the written notice by the City to the Contractor fixing the date on which the Contract time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

**PAY ESTIMATE NO. \_\_\_\_** or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

**PLANS** shall mean and include all drawings which may have been prepared by or for the City or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT MANAGER** shall mean the person appointed by the Public Works Director for this project as named in the Special Conditions.



**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

**SHOP DRAWINGS** shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the work.

**SPECIFICATIONS** shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

**SUB-CONTRACTOR** shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

**SUBSTANTIAL COMPLETION** shall be defined as being less than 100 percent of the work required that will be completed by a specified date as agreed to in writing by both parties.

**TOTAL COMPLETION** shall be defined as fulfilling 100 percent of the work required in this contract by the date specified herein.

**UNIT PRICE WORK** shall mean work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

**WORK** shall mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words "as ordered," "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

- 1.5 The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactorily", or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

- 2.1 The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.
- 2.2 The Contract shall be construed in accordance with the laws of the state of Kansas.

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should

have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.

- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or

requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.

- 3.15 Pursuant to K.S.A. No. 16-133, if the Contractor to whom the Contract is awarded is not a resident firm of the State of Kansas, he shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee of Five Dollars (\$5.00) is required. These certificates are pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

#### 4. WORK SUPERINTENDENT

- 4.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 4.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith. Use of Subcontractors on portions of the work shall not relieve the Contractor of the obligation to have a competent superintendent on the work at all times.
- 4.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.
- 4.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.
- 4.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

#### 5. PROJECT MANAGER

- 5.1 It is mutually agreed by and between the parties to this Contract Agreement that the Project

Manager shall act as the representative of the City and shall observe, as required, the work included herein.

- 5.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.
- 5.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract.
- 5.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.
- 5.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.
- 5.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be

paid additionally by the City or the City to withhold payment to Contractor.

- 5.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct defective Work or complete Work in accordance with the Project Manual.
- 5.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.
- 5.9 The Project Manager will have the authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 5.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.
- 5.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 5.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the date of substantial completion and the date of final acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 5.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 5.14 The Project Manager will **NOT** be responsible for Contractor's means, methods,

techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the work except as may otherwise be provided.

- 5.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.
- 5.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 5.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 5.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.
- 5.19 Such observation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Project Manual.

## 6. WORK SCHEDULE:

- 6.1 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence work to be done under this Contract.
- 6.2 The rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract Documents on or before the completion date for the construction period named in the contract agreement, subject to any extension or extensions of such time made as hereinafter provided.
- 6.3 The Contractor shall be required to furnish the Project Manager with a schedule setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that portions of the work will be started and completed.
- 6.4 If at any time, in the opinion of the Project Manager or City, proper progress is not being

- maintained; such changes shall be made in the schedule and resubmitted for consideration.
- 6.5 If the Contractor has not completed Work segments and is within a non-performance penalty period, he/she shall not be allowed to undertake a new Work segment until the Work segment in dispute is completed, unless expressly permitted by the City.
  - 6.6 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.
  - 6.7 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.
  - 6.8 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.
  - 6.9 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the work schedule to the City Project Manager.

**7. DELAYS AND EXTENSIONS OF TIME**

- 7.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the work within the time herein fixed, he has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 7.2 Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the work by the men engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim



for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

## 8. ADVERSE WEATHER:

- 8.1 Extensions of time for adverse weather shall be granted only under the conditions as hereinafter provided.
- 8.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 8.3 Adverse Weather is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.
- 8.4 Unusually Severe Weather is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 8.5 Time Extensions for Unusually Severe Weather:
- In order for any request for time extension due to unusually severe weather to be valid, the Contractor must document both of the following conditions:
  - The weather experienced at the Work site during the Contract period is more severe than the adverse weather anticipated for the Work location during any given month.
  - The unusually severe weather actually caused a delay to the completion of the Work. The delay must be beyond the control and without fault or negligence by the Contractor.
- 8.6 The following schedule of monthly-anticipated adverse weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Progress Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

- 8.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on their daily construction report, the occurrence of adverse weather and resultant impact to normally scheduled work.
- 8.8 The number of actual adverse weather delay days shall include days affected by actual adverse weather (even if adverse weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as

full workdays.

- 8.9 If the number of actual adverse weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 8.10 The determination that unusually severe weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the unusually severe weather delayed work activities on the critical path of the Progress Schedule.
- 8.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual adverse weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 8.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the Date of Substantial Completion shall not be changed because of unusually favorable weather.
- 8.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.
- 8.14 The Contractor shall summarize and report all actual adverse weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of adverse weather conditions on the scheduled critical activities shall be included.
- 8.15 Any claim for extension of time due to unusually severe weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures established by the Regulations of the Contract and Special Conditions and as described above.
- 8.16 The Contractor shall include and indicate the monthly-anticipated adverse weather days, listed above, in their Progress Schedule. (Reference Section 3.1.1 for Progress Schedule requirements)
- 8.17 The Contractor shall indicate the approved adverse weather days (whether less or more than the anticipated days) in their monthly Progress Schedule update.

## 9. PAYMENT PROCEDURE:

- 9.1 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

- 9.2 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each progress payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the work covered by the payment request.
- 9.3 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.
- 9.4 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.
- 9.5 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than \$500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than \$500.00.
- 9.6 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract amount. Percentage deductions will be computed at the stated percentage of the amount earned.
- 9.7 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.
- 9.8 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:
- Defective Work not remedied by the Contractor;
  - Claims of third parties against the City or the City's property;
  - Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
  - Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
  - Evidence that the Work will not be completed in the time required for substantial or final

- completion;
  - Persistent failure to carry out the Work in accordance with the Contract;
  - Damage to the City or a third party to whom the City is, or may be, liable;
  - Evidence that the work is not progressing according to agreed upon schedule by both parties.
- 9.9 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.
- 9.10 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.
- 10. COMPLETION AND FINAL PAYMENT**
- 10.1 Work completion shall be defined as all elements of the Work or work segment, being complete including all subsidiary items and "punch-list" items.
- 10.2 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.
- 10.3 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.
- 10.4 The City shall make final payment of all sums due the Contractor within thirty days of the later of the Project Manager's execution of a final Certificate for Payment.
- 10.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor

as unsettled at the time of its request for final inspection.

## 11. CLAIMS BY THE CONTRACTOR

- 11.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 11.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.
- 11.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 11.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 11.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract amount based on the proposed quantity and the contract unit price).
- 11.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

- 11.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 11.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 11.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 11.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 11.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 11.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

## 12. CHANGES IN THE WORK

- 12.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.
- 12.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 12.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.
- 12.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the work that is the subject of the Change Order, and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.
- 12.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the

Work included within or affected by the executed Change Order.

### **13. INSURANCE AND HOLD HARMLESS.**

- 13.1 The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below the ground, along, beneath, above, across or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 13.2 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, the Project Manager, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including the loss of use resulting there-from, and (2) is caused in whole or in part by any intentional or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist.
- 13.3 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
- 13.4 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
- 13.5 The Contractor shall give reasonable notice to the City or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the Work, and shall make all necessary arrangements with such City or owners relative to the removal and replacement or protection of such property or utilities.
- 13.6 The Contractor shall satisfactorily shore, support, and protect all structures and all pipes, sewers, drains, conduits, and other utility facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra compensation because of any postponement, interference, or delay caused by any such structures and facilities being on the line of the Work whether they are shown on the plans or not, specifically including, but not limited to, damages due to delay in utility relocation.
- 13.7 The Contractor shall secure and maintain, throughout the duration of this Contract, insurance from a company authorized to do business in the State of Kansas. Such insurance shall be of such types and in such amounts as may be necessary to protect



himself and the interests of the City and agents of the City against all hazards or risks of loss as hereinafter specified including an endorsement covering explosion, collapse, blasting and damage to underground property if applicable as specified in these Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate insurance coverage shall not relieve it of any contractual responsibility or obligation. The insurance shall be provided on an occurrence basis and, not claims made basis.

- 13.8 The City and the Project Manager shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 13.9 The Contractor shall secure and maintain through the duration of this Contract insurance on an occurrence basis of such types and in such amounts as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
- 13.10 Satisfactory certificates of insurance shall be filled with the City prior to the Contractor starting any construction work on this Contract. The Certificates shall state that the thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City, at the City option, may be the basis for the City exercising its right to terminate the Contract.
- 13.11 The liability limits shall be as stated:
- Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
  - Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

\$300,000 single limit (on contracts less than \$100,000)

\$1,000,000 single limit (on contracts \$100,000 and more)

- **Commercial General Liability.** This insurance shall be written in comprehensive form including Products, completed operations and Personal and Advertising injury and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under this Contract entitled "Insurance and Hold Harmless." The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. Unless otherwise specified, Contractor's insurance shall include the following:
  - \$2,000,000 combined single limit (on contracts in excess of \$100,000)
  - \$300,000 combined single limit (on contracts in excess of \$10,000 to \$100,000)
  - \$100,000 combined single limit (on contracts of \$10,000 and less)
- **Additional Insurance:** Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

#### 14. INDEMNITY

- 14.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"The Contractor" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 14.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City and County from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 14.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City and County or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or County's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

- 14.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City or County for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 14.5 With respect to the City's or County's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 15. SUCCESSORS AND ASSIGNS

- 15.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 15.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 15.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 15.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 15.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

- 15.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 15.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 15.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in conformance with the requirements of the Project Manual.

## **16. NON-DISCRIMINATION LAWS**

- 16.1 The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Work and furnish any certification required by any federal, state or local governmental agency in connection therewith.
- 16.2 In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- 16.3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- 16.4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- 16.5 The Contractor shall include the provisions of this section in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- 16.6 The provisions of this section shall not apply to a contract entered into by a Contractor who employs fewer than four employees during the terms of such contract; or whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

**17. RELATIONS WITH OTHER CONTRACTORS:**

- 17.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.
- 17.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 17.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 17.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 17.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

**18. RIGHT OF CITY TO TERMINATE**

- 18.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its

surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein.

- 18.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization.

**19. MISCELLANEOUS:**

- 19.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 19.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 19.3 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 19.4 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

- 19.5 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 19.6 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 19.7 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 19.8 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 19.9 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 19.10 The Contractor shall keep fully informed of all existing and current regulations of the City, and County, State, and National Laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 19.11 Nothing contained in these Project Manual shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 19.12 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 19.13 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

- 19.14 Contractor specifically acknowledges and confirms that: 1.) he/she has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he/she has furnished copies of all Contract Documents to his/her insurance carrier(s) and his/her surety(ies); and 3.) his/her insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 19.15 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 19.16 This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

**WITNESSETH:**

*WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed Bid, in the manner and for the time required by law; and*

*WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and*

*WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construct of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to, and made a part of this Agreement; and*

*WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Project Manual; and*

*WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America; and*

*WHEREAS, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:*



*IN WITNESS WHEREOF, the City, has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.*

CITY OF PRAIRIE VILLAGE

\_\_\_\_\_

By: \_\_\_\_\_  
(signed)

By \_\_\_\_\_  
(signed)

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

\_\_\_\_\_  
(name)

Mayor \_\_\_\_\_

\_\_\_\_\_  
(title)

City of Prairie Village \_\_\_\_\_

\_\_\_\_\_  
(company name)

7700 Mission Road \_\_\_\_\_

\_\_\_\_\_  
(address)

Prairie Village, Kansas, 66208 \_\_\_\_\_

\_\_\_\_\_  
(city, state, zip)

\_\_\_\_\_  
(telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

ATTEST:

APPROVED BY:

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

\_\_\_\_\_  
City Attorney, Catherine Logan

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation, which authorizes the signatory to bind the corporation or partnership. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
September 6, 2011  
7:30 p.m.**

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

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

**By Staff:**

- 1. Approve Regular Council Meeting Minutes - August 15, 2011
- 2. Authorize the Mayor to execute proclamations proclaiming September 17-23, 2011 as Constitution Week, proclaiming October 3-7, 2011 as Prairie Village Peanut Butter Week and proclaiming September, 2011 as Leukemia, Lymphoma & Myeloma Awareness Month.
- 3. Approve an agreement with the Johnson County Board of County Commissioners for using the New Century Airport for snowplow training by Public Works employees and a fee of \$100.00.

**By Committee:**

- 4. Approve the Second Amendment to the Cellular Tower Lease with New Cingular Wireless, PCS, LLC (AT&T) and authorize the Mayor to execute said amendment (Council Committee of the Whole Minutes - August 15, 2011)
- 5. Approve the agreement with Mitel for the purchase and installation of a phone and voicemail system for all city facilities, pending review by the City Attorney (Council Committee of the Whole Minutes - August 15, 2011)
- 6. Adopt Ordinance 2242, an ordinance amending Ordinance No. 2205 and designating certain streets and avenues within the City of Prairie Village, Kansas as Main Trafficways and Trafficway Connections (Council Committee of the Whole Minutes - August 15, 2011)

**VI. MAYOR'S REPORT**

**VII. COMMITTEE REPORTS**

**Council Committee of the Whole - Council President Dale Beckerman**

**COU2011-45 Consider First Suburbs Sustainable Communities Challenge Grant**

**COU2011-46 Consider Construction Contract for Project 190880 - Nall Avenue, 75<sup>th</sup> Street to 79<sup>th</sup> Street**

**VIII. STAFF REPORTS**

**IX. OLD BUSINESS**

**X. NEW BUSINESS**

**XI. ANNOUNCEMENTS**

**XII. ADJOURNMENT**

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

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**September 6, 2011**

**CITY OF PRAIRIE VILLAGE**  
**August 15, 2011**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 15, 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, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC PARTICIPATION**

Representatives of Hunt Midwest and Principal Senior Living Group introduced themselves to the Council as the recent purchasers of the Somerset Elementary School property. Ora Reynolds, President of Hunt Midwest, reviewed briefly their plans to construct a senior living facility on the property. They plan to go before the Planning Commission in October for site plan approval and to the City Council for approval of a Special Use Permit for the adult senior dwelling.

Ruth Hopkins asked if they had done a market study on the viability of the area sustaining another senior living facility. Kyle Diekmann of Principal Senior Living Group,

responded that there are residents who want to remain in this area after retirement and that their facility will provide them that opportunity.

Robert Mandel, 4300 West 87<sup>th</sup> Terrace, addressed the Council for assistance for property damage than occurred on his property caused by flooding at his home with damages in excess of \$150,000. He is seeking restitution from the City for \$8,000 in damages. He filed a claim with the City's insurance carrier and was advised that flood damage was not a covered incident. He reviewed the actions taken following the event and discussions with City representatives. Mayor Shaffer directed Mr. Mandel to leave his documentation with the City Clerk and noted it would be reviewed by the appropriate city staff.

John Joyce, 4201 Delmar, expressed his support of the City working with RED Development to create a plan for the development of the Mission Valley School site. The appropriate development of this site will benefit the city with both increased property tax revenue but also possible sales tax revenue from any retail component. However, he urged the Council to not provide additional incentives to the developer if requested. He feels the property can be developed with an acceptable return on investment for RED without any additional tax incentives.

Carol Moser, 4905 West 77<sup>th</sup> Street, introduced Shawnee Mission East Foreign Exchange student Vira Shchydlyuk who comes from Leviv nearby the City's Sister City Dolyna. Vira is one of seven exchange students that will be attending Shawnee Mission East. Ms. Moser noted there would be a reception for all of the students later in the year sponsored by the Sister City Committee.

No one else was present to address the Council and public participation was closed at 7:35 p.m.

## CONSENT AGENDA

Dale Beckerman moved the approval of the Consent Agenda for Monday, August 15, 2011:

1. Approve Regular Council Meeting Minutes - August 1, 2011.
2. Approve Claims Ordinance 2886
3. Approve the 2012 Mission Hills Contract for Public Safety Services and the 2012 Mission Hills budget for these services
4. Approve Memorandum of Understanding with the Mid-America Regional Council regarding the Smart Lights for Smart Cities Grant
5. Approve the purchase of replacement cab & chassis for dump truck and the disposal of asset #1582 by auction
6. Approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 10, 2011 in conjunction with the JazzFest Celebration
7. Approve a proclamation declaring September 1, 2011 as "Lancer Day" and a proclamation declaring April 19, 2011 as "Shawnee Mission Medical Center ASK-A-NURSE Day"
8. Approve the following contracts for the 2011 Prairie Village Jazz Festival contingent upon review and approval by the City Attorney
  - Performance Contract - Shay Estes & Trio ALL
  - Vendor Contract - Butter Fluff Popcorn
  - Lighting & Generator Contract - S.E.C.T. Theater Supplies
9. Approve the purchase of equipment to add three additional handicapped access points to city pools from Spectrum Products of Missoula, Montana at a cost of \$21,630 with funding from the CIP Budget for ADA compliance.

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

## MAYOR'S REPORT

Mayor Shaffer noted his report was presented at the earlier Council Committee meeting. He called upon representatives of Shawnee Mission Medical Center Greg Zarobsky and Mallory Saylor to accept the proclamation declaring August 19<sup>th</sup> as

“Shawnee Mission Medical Center ASK-A-NURSE Day in recognition of the 25<sup>th</sup> anniversary of this program. Mr. Zarobsky thanked the City for the proclamation supporting this community program.

## **COMMITTEE REPORTS**

### **Council Committee of the Whole**

**COU2011-40 Consider adoption of the 2011 Standard Traffic Ordinance for Kansas Cities and the 2011 Uniform Public Offense Code for Kansas Cities.**

On behalf of the Council Committee of the Whole, Dale Beckerman moved the Governing Body adopt Ordinance 2240 incorporating the Uniform Public Offense Code, (UPOC) and Ordinance 2241 incorporating the Standard Traffic Ordinance, (STO), 2011 edition, prepared and published by the League of Kansas Municipalities with certain sections deleted with additional and supplemental sections. The motion was seconded by Ruth Hopkins.

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

**COU2011-44 Consider Approval of a Funding Agreement with MVS, LLC (RED Development) for the completion of public engagement process related to the development of a Comprehensive Plan Amendment**

On behalf of the Council Committee of the Whole, Dale Beckerman moved the Governing Body authorize the Mayor to execute a Funding Agreement with MVS LLC. (RED Development) for the completion of a public engagement process related to the development of a comprehensive plan amendment subject to review by legal counsel and further to authorize the use of an amount not to exceed 25% of costs with a cap of \$45,000 from the Economic Development Funds to pay for the City’s portion of the



services per the funding agreement. The motion was seconded by Ruth Hopkins and passed unanimously.

### STAFF REPORTS

Mayor Shaffer noted staff reports were presented during the earlier Council Committee meeting.

### OLD BUSINESS

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

### NEW BUSINESS

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

### ANNOUNCEMENTS

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

Arts Council	08/17/2011	7:00 p.m.
Environmental Committee	08/24/2011	7:00 p.m.
JazzFest Committee	08/25/2011	7:00 p.m.
Council Committee of the Whole (Tuesday)	09/06/2011	6:00 p.m.
City Council (Tuesday)	09/06/2011	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a photography exhibit by Cortney Christensen in the R. G. Endres Gallery for the month of August.

Lancer Day will be September 1, 2011. The parade will be held at 2:00 p.m.

Dr. Gene Johnson with Shawnee Mission Schools, will address the Northeast Johnson County Chamber of Commerce on August 24, 2011 at the Blue Moose.

The JazzFest Committee will hold a beer-tasting fund raiser in conjunction with Johnny's and Crawford Sales on Saturday, August 27<sup>th</sup> from 6 to 8 p.m. Also a portion of sales from that day will also be donated to Jazz Fest.

The City offices will be closed on Monday, September 5<sup>th</sup> in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

Reduced hours at the pool begin today, it will open at 4:30 p.m. on weekdays.

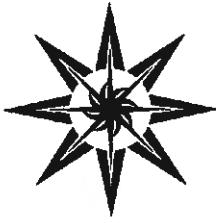
The pool closes for the season at 6:00 p.m. on Monday, September 5<sup>th</sup>.

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 7:55 p.m.

Joyce Hagen Mundy  
City Clerk



**MAYOR**

**Council Meeting Date: September 6, 2011**

**Consent Agenda: Consider Proclamation proclaiming September 17-23, 2011  
as Constitution Week**

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**RECOMMENDATION**

Recommend the City Council authorize the Mayor to execute a proclamation proclaiming September 17-23, 2011 as Consitution Week

**BACKGROUND**

September 17, 2011 marks the 224<sup>th</sup> Anniversary of the drafting of the Constitution. Each year, September 17-23 is recognized as constitution week.

**ATTACHMENT**

Proclamation

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk

Date: August 22, 2011

# CITY OF PRAIRIE VILLAGE

## Constitution Week September 17 – 23, 2011

Whereas, September 17, 2011 marks the two hundred and twenty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW THEREFORE, I, Ronald L. Shaffer, by virtue of the authority vested in me as Mayor of the City of Prairie Village in the State of Kansas do hereby proclaim the week of September 17 through 23 as

### CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 17<sup>th</sup> day of September, 2011.

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Mayor Ronald L. Shaffer

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City Clerk

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Date



## ADMINISTRATION DEPARTMENT

Council Meeting Date: September 6, 2011

**CONSENT AGENDA:** Consider Resolution 2011-14 proclaiming the week of October 3-7, 2011 as Prairie Village Peanut Butter Week

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### RECOMMENDATION

Staff recommends the City Council adopt Resolution 2011-14 proclaiming the week of October 3-7, 2011 as Prairie Village Peanut Butter Week.

### BACKGROUND

Since 1985, the City of Prairie Village has annually held a Peanut Butter Drive for the Harvesters Community Food Network. Our community participates in the drive through our churches and schools. The 2011 dates will be October 3-7, 2011. This will be the 27<sup>th</sup> Annual Peanut Butter Week.

### ATTACHMENTS

1. Resolution 2011-14

### PREPARED BY

Jeanne Koontz, Deputy City Clerk  
August 18, 2011

**Resolution 2011-14**

**WHEREAS**, the citizens of Prairie Village take great civic pride in their community and the good deeds performed therein; and

**WHEREAS**, the citizens of Prairie Village strive to maintain the high quality of life now enjoyed by most citizens and also recognize there are less fortunate in the Greater Kansas City area; and

**WHEREAS**, Prairie Village has a unique opportunity to lend its support to Harvesters in their efforts to lessen some of the hunger of the people in the Greater Kansas City area (including Johnson and Wyandotte Counties) by supporting them in their goal of distributing the high protein food, peanut butter, to social and charitable agencies, serving over 22,000 households; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Ronald L. Shaffer, Mayor of the City of Prairie Village, do hereby designate October 3-7, 2011 as

**PEANUT BUTTER WEEK**

in the City of Prairie Village, Kansas, and call upon all citizens to support this worthwhile cause by donating jars of peanut butter or by providing a cash donation for the purchase of peanut butter.

Adopted this \_\_\_\_\_ day of September, 2011.

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

ATTEST:

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



**MAYOR**

**Council Meeting Date: September 6, 2011**

**Consent Agenda: Consider Proclamation proclaiming September, 2011 as  
Leukemia, Lymphoma & Myeloma Awareness Month**

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**RECOMMENDATION**

Recommend the City Council authorize the Mayor to execute a proclamation proclaiming September, 2011 as Leukemia, Lymphoma & Myeloma Awareness Month

**BACKGROUND**

Leukemia, Lymphoma & Myeloma Awareness Month creates a better understanding of blood related cancers and encourages participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.

**ATTACHMENT**

Proclamation

**PREPARED BY**

Joyce Hagen Mundy, City Clerk

Date: August 30, 2011

# **CITY OF PRAIRIE VILLAGE**

**WHEREAS, blood cancers currently afflict more than 958,000 people in the United States, with an estimated 137,000 new cases diagnosed each year, and**

**WHEREAS, leukemia, lymphoma and myeloma will kill an estimate 54,000 people in the United States this year, and**

**WHEREAS, The Leukemia & Lymphoma Society (LLS), through voluntary contributions, is dedicated to finding cures for these diseases through research efforts and the support for those that suffer from them, and**

**WHEREAS, LLS maintains an office in Kansas City to support patients with these diseases and their family members in the State of Kansas, and**

**WHEREAS, the State of Kansas is similarly committed to the eradication of these diseases and supports the treatment of its citizens that suffer from them, and**

**WHEREAS, the State of Kansas encourages private efforts to enhance research funding and education programs that address these diseases,**

**NOW THEREFORE BE IT RESOLVED, that the City of Prairie Village, Kansas joins with LLS in designating the month of September, 2011 as**

**Leukemia, Lymphoma & Myeloma Awareness Month**

**to enhance the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.**

---

Mayor Ronald L. Shaffer

---

City Clerk

Date





## PUBLIC WORKS DEPARTMENT

Council Meeting Date: 9/6//2011

### CONSIDER APPROVAL OF AN AGREEMENT WITH JOHNSON COUNTY BOARD OF COUNTY COMMISSIONERS FOR USING THE NEW CENTURY AIRPORT FOR SNOWPLOW TRAINING

#### RECOMMENDATION

Staff recommends the City Council approve the agreement with the Johnson County Board of County Commissioners for using the New Century Airport for snowplow training by Public Works employees and a fee of \$100.00.

#### BACKGROUND

Each year Public Works uses the New Century Airport of snowplow training. Two goals are accomplished. First, this is the first opportunity for employees to reacquaint themselves with snow plowing skills, which they have not used since last winter. Second, the APWA Metro Chapter runs a snowplow and equipment competition in October, to which we send contestants based on the results of the City training. The agreement is for use of the airport facility for this training on September 19, 2011. The agreement is the same as last year except for the cost has increased by \$50.

#### FUNDING SOURCE

The \$100.00 fee will be paid from the Public Works Streets Operations and Maintenance budget.

#### RELATION TO VILLAGE VISION

##### *TR3 Traffic Calming*

*TR3c Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

#### ATTACHMENT

Agreement with Johnson County Board of County Commissioners

#### PREPARED BY

Bruce McNabb, Director of Public Works

August 23, 2011

## DRIVERS' TRAINING AREA USE AGREEMENT

THIS DRIVERS' TRAINING AREA USE AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, by and through the OFFICE OF TREASURY AND FINANCIAL MANAGEMENT, RISK MANAGEMENT DIVISION, JOHNSON COUNTY, KANSAS ("County") and \_\_\_\_\_ ("User").  
City of Prairie Village, KS

WITNESSETH:

WHEREAS, the Johnson County Airport Commission ("Airport Commission") and the County have entered into that certain "Drivers' Training Area Lease Agreement" dated August 26, 1998 ("Lease"), whereby the Airport Commission leased an abandoned runway at New Century AirCenter, New Century, Kansas, to the County for use as a drivers' training area("training area"); and

WHEREAS, User is a municipality or government agency and desires to use the drivers' training area for training User's employees; and

WHEREAS, the County is agreeable and willing to grant User a license to use the training area upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the County and User agree as follows:

1. The County hereby grants User a license to use the training area described which is located at the end of closed runway 14/32 at the New Century AirCenter, as shown and described on Exhibit 1 hereto, together with a non-exclusive easement for reasonable access thereto. The training area shall only be used by User as a drivers' training area as set forth in the Procedures for Use of Drivers Training Area ("Procedures"), which is attached hereto as Exhibit 2 and incorporated herein. User shall comply with all the terms and conditions set forth in the Procedures. The license granted under this Agreement is non-exclusive and does not prohibit the County from entering into Drivers' Training Area Use Agreements with other municipalities and governmental agencies.

2. The term of this Agreement shall be for the following dates:  
September 19, 2011

3. User shall pay to the County a licensing fee in the amount of \$ 100.00 per day, which shall be due and payable upon billing by the County.

4. User will not assign or transfer this Agreement without the prior written consent of the County.

5. User shall defend, indemnify, and hold harmless the County from and against any and all costs, damages, losses, or liabilities (including reasonable attorneys' fees) and any and all claims of loss or liability related to or arising out of the use of the training area by User. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the County.

6. User acknowledges that a portion of the County's adjoining property is used as a public airport facility and as a public safety facility. User shall not keep, maintain, or operate any equipment on the Drivers' Training Area which interferes with the aviation-related or public safety-related uses of the County's property. User further agrees to use the Drivers' Training Area in a manner which will not disturb the occupancy of the Airport Commission's tenants. In the event the Airport Commission or the County determines User's equipment or operations interferes with aviation-related or public safety-related facilities or operations, then User expressly agrees that modification or termination of User's use of the Drivers' Training Area may be required by the County. User waives all claims for damages against the County which may arise out of such modification or termination.

7. If User fails or refuses to comply with or otherwise violates or breaches any of the terms of this Agreement or the Procedures, or if the Airport Commission or County determines termination is required pursuant to paragraph 6 above, the County may, at its option, elect to terminate this Agreement immediately. Upon termination of this Agreement, the license granted under this Agreement will cease and User will immediately remove its equipment from the Drivers' Training Area.

8. User shall bear the entire risk of loss or damage related to or arising out of its use of the Drivers' Training Area from any cause whatsoever. User may be required to provide proof of commercial general and/or automobile liability insurance.

9. The County expressly disclaims any express or implied warranties or representations as to the condition, maintenance, or repair of the Drivers' Training Area and as to the suitability of the Drivers' Training Area for any use intended by User. User acknowledges and agrees that it knowingly accepts the Drivers' Training Area "as is".

USER

OFFICE OF FINANCIAL MANAGEMENT,  
RISK MANAGEMENT DIVISION,  
OF JOHNSON COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Ronald L. Shaffer, Mayor  
Printed name and title

Terry A. Sinclair, Risk Manager

**COUNCIL COMMITTEE OF THE WHOLE**  
**August 15, 2011**

The Council Committee of the Whole met on Monday, August 15, 2011 at 6:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, Charles Clark, Diana Ewy Sharp, David Belz and Mayor Shaffer. David Morrison arrived late. Staff Members present: Wes Jordan, Chief of Police; Sgt. James Carney; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Nic Sanders, Human Resources Specialist; Chris Engel, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

**\*COU2011-40 Consider adoption of the 2011 Standard Traffic Ordinance for Kansas Cities and the 2011 Uniform Public Offense Code for Kansas Cities**

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Prosecutor.

Sgt. James Carney reviewed the significant changes in the Standard Traffic Ordinance which allow bicycle and motorcycles to proceed after stopping at a red light and waiting for a reasonable time. Also public works vehicles during snow can now possess a traffic control signal device to enable them to continue plowing. There were also changes made to the Driving under the Influence (DUI) provisions and the seat belt violation charge was set at \$10. In the Uniform Public Offense Code changes were made regarding the buying and selling of scrap metal, the use of all tobacco products and harassment using electronic communications. Sgt. Carney also noted state statute revisions related to bias based policing and the creation of a special event CMB permit.

Ruth Hopkins made the following motion, which was seconded by Charles Clark and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2240  
INCORPORATING THE UNIFORM PUBLIC OFFENSE CODE (UPOC)  
AND ORDINANCE 2241 INCORPORATING THE STANDARD  
TRAFFIC ORDINANCE (STO), 2011 EDITION, PREPARED AND  
PUBLISHED BY THE LEAGUE OF KANSAS MUNICIPALITIES  
WITH CERTAIN SECTIONS DELETED AND ADDITIONAL AND  
SUPPLEMENTAL SECTIONS**

**COUNCIL ACTION TAKEN  
08/15/2011**

**COU2011-41 Consider approval of a Second Amendment to the Cellular Tower Lease with New Cingular Wireless, PCS, LLC (AT&T)**

In 1992, the City of Prairie Village entered into a lease agreement with AT&T to install wireless facilities on the City-owned cellular tower at 7700 Mission Road. The original lease agreement set a monthly rental fee of \$200. It was noted that AT&T constructed the existing tower at its cost as part of the original lease agreement.

In 2008, the City of Prairie Village approved an amendment to the original lease agreement which changed the fee structure and eliminated provisions for the City receiving cell phones and minutes. At that time there was considerable discussion related the lease structure and the length of the term of the agreement. As noted in 2008, the lease term was originally approved by the City Council and was not a consideration at that time.

Dennis Enslinger stated AT&T is currently requesting some modifications to the antenna structure and the leasing area within the compound. The Planning Commission has approved the proposed modifications as per zoning code regulations. As part of this process, staff recognized an opportunity to revisit the current lease and has been negotiating with AT&T on the existing rent structure based on comments presented in 2008.

AT&T has agreed to modify the existing rent structure. AT&T has not agreed to modify the term of the original lease which has an expiration date of 2017 with a 25 year renewal (until 2042) at the discretion of AT&T.

The Second Amendment to the original contract provides for a new rent structure over the life of the lease agreement increasing the month fee to \$1800. In addition, the Amendment covers several of the provisions related to the installation of a new generator in the existing compound of the tower facility.

Mr. Enslinger compared the existing rent structure and the proposed rent structure initiated and negotiated by City staff. There is no funding required for this lease agreement. The proposed lease amendment will provide approximately \$750,000 more in revenue dollars over the life of the lease agreement with the new monthly fee being \$1800.

Ruth Hopkins made the following motion, which was seconded by Al Herrera and passed unanimously.

**MOVE THE GOVERNING BODY APPROVE THE SECOND  
AMENDMENT TO THE CELLULAR TOWER LEASE WITH NEW  
CINGULAR WIRELESS, PCS, LLC. (AT&T) AND AUTHORIZE  
THE MAYOR TO EXECUTE SAID AMENDMENT  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2011-42 Consider approval of agreement with Mitel for the purchase and installation of a phone and voicemail system for all City facilities**

Nic Sanders stated the current phone system is a Nortel Option 11 that was leased by the City in 2002; lease expired in 2009 at which time the City purchased the used system for \$15,410. The current phone system has reached end-of-life and will have minimal support. Replacement equipment is not readily available and it is becoming more difficult to secure used parts. In September 2010, the Governing Body approved an agreement with Swartz Consulting, LLC to review the state of the City's current telecommunications systems. The assessment found that, "the City's telecommunications infrastructure is outdated and at increasing risk of failure. Such a failure would have a negative impact on the City's ability to conduct necessary business; a failure at the public safety facility could be very serious."

In early 2011, the City solicited proposals for City-wide phone systems. Responses included various technologies as the basis of their phone systems; digital phones (current phone system technology), voice over internet protocol (VoIP), and a hosted solution. After a review of the responses, a committee comprised of City staff and representatives from Swartz Consulting participated in demonstrations of four vendors proposed solutions in June. Of those vendors, City staff requested further information from two vendors on their proposed solution and participated in additional demonstrations held at their respective offices.

Based on these demonstrations and information from on-site visits and discussions with other users, City staff recommends using Mitel for the purchase and installation of a new phone system. The Mitel solution provides complete telecommunication capabilities and overall system reliability and support, in addition to good pricing. The new phone system will allow the City to:

- Capitalize on the technological infrastructure by integrating the City's e-mail and voicemail system
- Utilize presence for all users that shows the status of all users
- Allows for desk and cellular phone twinning
- Provides new technology for voicemail
- Provide access to three way calling
- System includes one hundred (100) new phones

The estimated cost for the purchase of the Mitel solution is \$108,252 based on phone types. Currently, the City budgets \$30,000 annually for phone system leases, maintenance and hardware replacement. With the Mitel solution, maintenance is free for the first year, with an average of \$5,700 per year for years two through five.

Nic Sanders reported the Equipment Reserve Fund has a budgeted amount of \$125,000 for the replacement of the City's phone and voice-mail system as staff recognized the current system would need upgrades or replacement and budgeted funds in the Equipment Reserve Fund over the past years.

Andrew Wang asked what technology the new phones used and would they be leased or purchased and why a hosted solution was not selected. Nic Sanders responded the new phones used the VOIP technology and would be purchased. The hosted solution was not chosen primarily due to cost.

Ruth Hopkins asked if separating the phone systems had been considered. Mr. Sanders responded it had not and noted the proposed phone system can route from either City Hall or Public Works providing an immediate backup in case of loss of power.

Quinn Bennion added staff spent considerable time exploring all options. The preferred route was to upgrade the existing system and replacing the voicemail system; however, it was determined that that would be a short-term solution and costly. The proposed solution addresses long term needs and the calculations showed it was a better investment of funds to purchase the system rather than lease. He also noted the significant savings on existing maintenance costs.

Dale Beckerman asked what the projected lifespan for the proposed system. Mr. Sanders replied it is anticipated to be 10 years.

Steve Noll made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE AGREEMENT  
WITH MITEL FOR THE PURCHASE AND INSTALLATION OF A  
PHONE AND VOICEMAIL SYSTEM FOR ALL CITY FACILITIES,  
PENDING REVIEW BY THE CITY ATTORNEY.  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2011-43 Consider Ordinance 2242 related to the upcoming bond issue for public improvements designating main trafficways**

Quinn Bennion reported that staff has been working with Bond Counsel and the Financial Advisor to begin preparing the documents for the bond issue. As part of the process, the City's Bond Council recommends approval of a main traffic way ordinance.

The proposed ordinance designates certain streets and avenues within the City as main trafficways and trafficway connections. The ordinance provides the City's authority to issue general obligation bonds for certain street projects in accordance with KSA 12-685. The ordinance lists specific streets that could be funded by the bond proceeds. However, Mr. Bennion stressed that not all of the streets listed would be constructed. The number of streets constructed will depend on how far the bond proceeds go based on the bids received.

The following additional Streets Designated as Main Traffic ways or Main Traffic ways Connections are identified by the proposed ordinance:

<b>Street</b>	<b>From</b>	<b>To</b>
63 <sup>rd</sup> St	Mission Rd	Roe Ave
64 <sup>th</sup> St	Delmar Dr	Granada Dr
71 <sup>st</sup> St	Cherokee Dr	Mission Rd
71 <sup>st</sup> Terr	Belinder Ave	Cherokee Dr
72 <sup>nd</sup> St	71 <sup>st</sup> Terr	Cherokee Dr

72 <sup>nd</sup> Terr	Mission Rd	Village Dr
73 <sup>rd</sup> Terr	Falmouth Dr	Windsor St
Canterbury Dr	Windsor St	74 <sup>th</sup> Terr
Fonticello St	67 <sup>th</sup> St	71 <sup>st</sup> St
Linden Ln	83 <sup>rd</sup> Terr	85 <sup>th</sup> St
Windsor St	Cherokee Dr	75 <sup>th</sup> St

Quinn Bennion advised that any bond issue-related costs incurred by the City's consultants are reimbursed by the bond proceeds.

Charles Clark noted the concern expressed at the past meeting regarding a potential increase in bond rates has been addressed by the recent ruling by the Federal Reserve Board that there will be no increases in rates.

David Belz made the following motion, which was seconded by Laura Wassmer and passed by a vote of 10 to 1 with Diana Ewy Sharp voting in opposition.

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2242 AN  
ORDINANCE AMENDING ORDINANCE NO. 2205 AND DESIGNATING  
CERTAIN STREETS AND AVENUES WITHIN THE CITY OF PRAIRIE  
VILLAGE, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY  
CONNECTIONS**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**Consider Approval of a Funding Agreement with MVS LLC (RED Development) for the completion of public engagement process related to the development of a Comprehensive Plan Amendment.**

At the August 1, 2011 Council Committee meeting, the Council directed City staff to work with RED Development to develop a process to conduct a Comprehensive Plan Amendment Process related to the Mission Valley Middle School site. Council consensus was that RED Development would conduct the public participation process and the City would engage the services of Lochner, the City's Planning Consultant, to complete the actual comprehensive plan document. The study area for the comprehensive plan amendment will encompass the area between 83<sup>rd</sup> Street and the southern boundary of Mission Valley Middle School from Mission Road to Somerset.

Mr. Enslinger stated the RED Development has selected Consensus Consulting and Streetworks to conduct the study. The public participation process will consist of a series of focus groups with pre-selected individuals, two open forums, a workshop and a meeting to present the plans developed as part of the process and are spelled out in detail in the funding agreement. The public emotion involved with the closing of a school was noted and both parties want significant public involvement in the process to determine the best and most appropriate future uses for this site. Mr. Enslinger noted the goal is to reach consensus between the City and the developer on the best land use for this property. It is anticipated that a portion of the site will include a senior living component.



City staff will then work with Lochner to complete the comprehensive plan document. It is anticipated the amendment would be presented to the Planning Commission and City Council in March 2012.

Mr. Enslinger noted the funding for the Comprehensive Plan Amendment would come from the Economic Development Fund. The City's portion of the project is 25% of the total cost with a cap of \$45,000. The entire process is estimated to cost approximately \$200,000. The City's anticipated costs would be \$45,000 for the public engagement portion and \$20,000 to \$30,000 for the comprehensive plan amendment for a total cost of \$65,000 to \$75,000. He noted the larger scope of the project has added additional costs.

Charles Clark noted it is very important to involve the neighbors to the south and west.

Quinn Bennion stated City Staff have met with the two consultants selected by RED, StreetWorks and Consensus Consulting. Both are well qualified firms with a strong background in the development of mixed use properties.

Dale Beckerman noted there are some issues related to the development that the City cannot control and stressed the importance of reaching consensus.

Diana Ewy Sharp asked how it was determined that the site would not be used for park development. Mr. Enslinger noted during discussions regarding possible purchase of the property the Council consensus was to take no action. Mrs. Sharp asked if it was appropriate to discuss comments made an executive session. Katie Logan stated information discussed in executive session is confidential; but noted individuals may express their views outside of executive session.

Charles Clark noted the topic of discussion now is the approval of the funding agreement, but hoped there would be the opportunity for more input in the future. Dennis Enslinger responded there would be a joint City Council/Planning Commission worksession on the development plan.

Ruth Hopkins made the following motion, which was seconded by Al Herrera and passed unanimously:

**MOVE THE GOVERNING BODY AUTHORIZES THE MAYOR TO EXECUTE A FUNDING AGREEMENT WITH MVS, LLC (RED DEVELOPMENT) FOR THE COMPLETION OF A PUBLIC ENGAGEMENT PROCESS RELATED TO THE DEVELOPMENT OF A COMPREHENSIVE PLAN AMENDMENT, SUBJECT TO REVIEW BY LEGAL COUNSEL AND FURTHER, AUTHORIZE THE USE OF AN AMOUNT NOT TO EXCEED \$45,000 FROM THE ECONOMIC DEVELOPMENT FUND TO PAY FOR THE CITY'S PORTION OF THE SERVICES PER THE FUNDING AGREEMENT.**

**COUNCIL ACTION TAKEN  
08/15/2011**

**STAFF REPORTS**

## **Public Safety**

- Chief Jordan handed out information distributed by the Shawnee Mission East and Indian Hills Middle School regarding traffic patterns for student pick-up/drop-off.
- The date for the Dog Swim has been changed to Friday, September 9<sup>th</sup>.
- Officer Shipps has been invited to the Attorney General's office to discuss the city's Crisis Intervention Team (CIT) program.
- Sgts. Roberson and Ward will be attending a 10 week staff & command training course offered by Northwestern University
- Chief Jordan noted the Mission Hills Public Safety agreement and budget were on the consent agenda for approval. He briefly reviewed the formula used to determine costs noting that with a decrease in crime in Mission Hills the contract cost decreased.

## **Public Works**

- Bruce McNabb noted the purchase of a new dump truck also on the consent agenda is being done differently due to the high cost the initial purchase will be for the cab and chassis with the additional components purchased later in the year with contingency.
- The public information meeting held last week on the Cambridge/Weltner Project was well attended. The contractor has begun work.
- Bids were opened for the 2012 CARS program Nall Avenue 75<sup>th</sup> to 79<sup>th</sup> Street. The low bidder is a new contractor for the City and references are being checked. The contract will come before the Council at the next meeting.

## **Administration**

- Dennis Enslinger provided an update on the MARC Smart Lights for Smart Cities and the MARC sustainability grants
- The June/July Village Voice was late in being distributed and the City will not be charged for the Villagefest insert.
- Chris Engel provided an update on the Geothermal Project - drilling is completed, work will begin on connecting lines next.
- The pool is on abbreviated hours opening at 4:30 p.m. on weekdays.
- Mr. Engel provided an update on the installation of the new emergency sirens.
- Quinn Bennion announced that a committee will meeting later this week to discuss a possible placement of a holiday light display on city property.

## **Mayor's Report**

Mayor Shaffer reviewed his activities over the past two weeks representing the City including homes association events, ribbon cuttings, Greg Colston Memorial Service, Urban Table opening, Reception for Ukraine foreign exchange student, Chamber meetings, meetings of the Johnson County Charter Commission and Johnson/Wyandotte County Mayors.

## **JazzFest Committee Report**

Steve Noll reported the committee is preparing for the September 10<sup>th</sup> Jazz Festival. He announced the Dolyna Jazz Group will not be attending due to visa difficulties and the line-up has been adjusted with a local jazz artist. The committee's final fund raising event will

be a beer tasting held at Johnny's on Saturday, August 27<sup>th</sup> from 6 to 8. He encouraged Council members to attend and noted JazzFest will also receive a percentage of the proceeds from food sales that day.

Yard signs advertising jazz fest have arrived and are available from the City Clerk.

#### **Community Center Committee Report**

David Belz reported that although the committee has not met recently, a sub-committee met with representatives of the Shawnee Mission School District last week to discuss possible scenarios for the proposed project and what their level of support and participation would be. A similar meeting will be held with representatives of the Johnson County Park District in the next few weeks. After these meetings the committee will meet to discuss options and report back to the City Council.

#### **ADJOURNMENT**

With no further business to come before the Council Committee of the Whole, Council President Dale Beckerman adjourned the meeting at 7:05 p.m.

Dale Beckerman  
Council President

**MAYOR'S ANNOUNCEMENTS**  
**September 6, 2011**

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

Planning Commission	09/06/2011	7:00 p.m.
JazzFest Committee	09/08/2011	7:00 p.m.
Sister City Committee	09/12/2011	7:00 p.m.
Communications Committee	09/13/2011	5:30 p.m.
Park and Recreation Committee	09/14/2011	7:00 p.m.
Council Committee of the Whole	09/19/2011	6:00 p.m.
City Council	09/19/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a photography exhibit by Michael Doyle the R. G. Endres Gallery for the month of September. The artist reception will be held on September 9<sup>th</sup> from 6:30 to 7:30 p.m.

**JazzFest is September 10<sup>th</sup> from 2 - 10 p.m. at Harmon Park.**

Flu shots will be available to city employees and council members on September 26<sup>th</sup> from 1 - 4 p.m. at City Hall and on September 30<sup>th</sup> from 7 - 9 a.m. at Public Works. The fee for Council Members is \$24.00.

The 50<sup>th</sup> Anniversary books, **Prairie Village Our Story**, are being sold to the public.

**INFORMATIONAL ITEMS**  
**September 6, 2011**

1. Planning Commission Agenda - September 6, 2011
2. JazzFest Committee Minutes - August 4, 2011
3. JazzFest Committee Minutes - August 25, 2011
4. Mark Your Calendars

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, SEPTEMBER 6, 2011  
Multi-Purpose Room  
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - AUGUST 2, 2011
- III. PUBLIC HEARINGS
- IV. NON-PUBLIC HEARINGS
  - PC2011-115 Request for Site Plan Approval  
Corinth Square Shopping Center  
Zoning: C-2  
Applicant: CSN Retail Partners
  - PC2011-116 Request for Sign Standard Approval  
Corinth Square Shopping Center  
Zoning: C-2  
Applicant: CSN Retail Partners
  - PC2011-117 Preliminary & Final Plat Approval  
Corinth Square North  
Zoning: C-2  
Applicant: Rod Zinn, Landplan Engineering
- V. OTHER BUSINESS
- VI. ADJOURNMENT

Plans available at City Hall if applicable  
If you cannot be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

## **Prairie Village JazzFest**

### **Committee Minutes**

**August 4, 2011**

**Attending:** Kathy Peterson, Bob McGowan, Randy Kronblad, Erin Chappas, Marilyn York, Donelea Hespe, Elize Haas, Karen Ecton, Larry Kopitnik, Mary Ann Watkins, Steve Noll, Thomas O'Brien, Deborah English (Environmental Committee Representatives) and Dennis J. Enslinger.

Karen Ecton moved for the approval of the minutes of the July 14, 2011 meeting as submitted. The motion was seconded by Bob McGowan and passed unanimously.

#### **Environmental Committee Report**

Deborah English noted that clear stream containers would be available from Bridging the Gap. The first 5 are free and the others are \$5 per unit. Kathy Peterson thought 10 containers would be sufficient. There was a discussion that they would be using about 20 containers for trash.

Kathy Peterson noted that BRGR is going to be serving the wine for the event. Steve Noll noted that the wine bottles will be the largest item for recycling. Tom noted that BRGR recycles everything already and are happy that Environmental Committee will be helping. Ripple glass will provide some smaller containers so that people will be able to carry them to a vehicle. They will then have to transport them to the Corinth Ripple recycling container. Environmental Committee is looking at trying to have some scouts collecting the recycling and transporting.

Kathy Peterson thanked the Environmental Committee for their assistance. Thomas O'Brien asked if the environmental Committee needed to have their volunteers identified the same as Jazzfest volunteers. Kathy Peterson said that everyone would have a t-shirt and a lanyard.

Environmental Committee reps will be back to have a follow-up at the August 25<sup>th</sup> meeting.

#### **Beer Tasting - August 27<sup>th</sup>, Johnny's**

Karen Ecton noted that the event will take place from 6-8 p.m. at Johnny's. Crawford's will be contributing the beer. Appetizers will be provided by Johnny's. Karen Ecton also noted that 15% of the food proceeds on that day will be donated to the Jazzfest.

There was a discussion of the layout and how logistics might be improved over last year's event. She suggested that there should be two pouring stations. Randy Kronblad noted that it was difficult to keep up with the pouring. There will be more volunteers than last year.

Tasting will consist of 5-8 separate 2 oz cups and then the individual would select the beer of choice for their full beer.

Kathy Peterson will provide the Crawford contact to Karen Ecton and she will coordinate the logistics of the printing of all handouts. It was determined that we would need 8 volunteers to assist with the event. Karen will be there early to setup at 5 p.m.

### **Fundraising and Sponsorship Updates**

Kathy Peterson went over the fundraising and sponsor numbers that were provided at the meeting.

Kathy Peterson, noted that UMB is going to donate \$2,000 she noted that they had budgeted \$3,300. Kathy is still working getting some items donated.

Kathy noted that advertising spots have been secured at KPR (Kansas Public Radio) jazz stations. The spots will be run in 2.5 weeks there would be 13 spots on 4 days. The total cost is \$255 cost. This would cover all of the KPR markets.

City Banners will be recycled from last year. Sponsor banners will need to be new for this year's event. Kathy Peterson would also like to create better signage when purchasing tickets so people know how many tickets to purchase.

The Committee had a discussion about the location of food vendors. The initial thought was that they will be located on the backside of the Harmon Park Pavilion. After some discussion, it was decided to ask the vendors about the location and finalize the decision at the August 25<sup>th</sup> meeting.

The Committee had a discussion about ADA parking and restroom facilities. Kathy Peterson noted that all of the ADA parking would occur in the city hall parking lot. It was decided there would be 7 restrooms and 1 ADA facility on the lower level. 4 restrooms and 1 ADA facility would be located on the top by the Harmon Pavilion. Kathy noted that there will be lighting at the end of the evening to assist in the disbursement of the crowd.

There was a discussion about whether or not to sell t-shirts. The Committee decided on a \$15 price point. Logo date, lineup and sponsors will be printed on the t-shirt. The consensus was that there needs to be a greater quantity of smaller sizes than were available last year. It was decided that the "for sale t-shirts" will be black. Volunteers will have Lime-Green t-shirts and lanyards.

The Committee discussed some logistics of the event. Including the following:

- Discussion purchasing mini walkie talkies which could also be used for the 5k run next year.

- Stage will be setup on Friday. Sound checks around 10:30 am and teardown will be Sunday.



Setup parameter fence will be done by Public Works, along with the tents that are necessary.

Larry Kopitnik noted that Singles Available for Community Service would be a good group to contact for volunteers. Larry provided the contact information.

Steve Noll noted that we need dedicated parking for the volunteers.

Yard signs need be completed. Mary Ann Watkins is going to work on the signs. 100 were ordered last year. Ordering should be completed next week.

Larry Kopitnik agreed to take photos

Steve Noll noted that Lane4 is still deciding how much to donate to the event. Steve indicated he would follow up with Lane 4.

Bob McGowan indicated that there was \$3000 committed for the Dolyna musicians. They would be arriving on Thursday before the event. There will be 7 individuals and 5 musicians, Mayor and photographer. The Dolyna Group will also be doing a benefit on Sunday.

#### **Next Meeting**

Kathy Peterson announced that the next meeting would be on Thursday, August 25, 2011 at 7 p.m. in the Multi-Purpose Room.

#### **Adjournment**

The meeting was adjourned at 8:10 p.m.

**Prairie Village JazzFest  
Committee Minutes  
August 25, 2011**

**Attending:** Kathy Peterson, Bob McGowan, Walt Vernon, Marilyn York, Donelea Hespe, Brian Peters, Karen Ecton, Michael Jones, Mary Ann Watkins, Steve Noll, and Joyce Hagen Mundy

Walt Vernon moved for the approval of the minutes of the August 4, 2011 meeting as submitted. The motion was seconded by Brian Peters and passed unanimously.

**Beer Tasting Fundraiser Report**

Karen stated she will be finalizing details for the event on Friday. The beer tasting will take place from 6-8 p.m. at Johnny's on Saturday, August 27th. She asked that volunteers arrive at 5:30 p.m. Tickets for the event will be \$10 and will allow 5 samples and the purchase of your favorite draft. Crawford's will be contributing the beer. Appetizers will be provided by Johnny's. There will be two pouring stations - one for samples and one for your selected beer. It noted that 15% of the food proceeds on that day will be donated to the Jazzfest. Karen confirmed workers for the event.

There will be a separate serving area for tasting and for ordering your favorite beer. Tickets can be purchased with cash or credit card. Joyce will bring a manual credit card machine. It was noted that it cannot do debit cards; however, Johnny's last year worked with us to process debit cards. We will have cards to hand out, a donation bowl and post a banner outside.

**Budget Update**

Joyce reported the current balance in the JazzFest account is approximately \$21,000. Current committed/unpaid expenses to date total approximately \$18,000 (talent, stage, signs/banners, piano) leaving an uncommitted balance of approximately \$3,000.

Kathy Peterson recognized the fund-raising efforts of Walt Vernon noting almost \$20,000 has been raised through sponsorships and donations. Many of these are new sponsors in a difficult economy. Joyce noted the beer-tasting fund-raiser netted approximately \$1,000 last year.

**Event Update:**

**Talent:**

The Dolyna Jazz Band will not be performing at this year's event due to difficulties encountered by their lead musician in getting a visa. With assistance from representative Yoder's office, a new visa hearing was scheduled and a visa has been secured. The City Council approved a contract with Shay Estes and Trio ALL to perform in place of the Dolyna band. The Dolyna Band will be asked to perform at next year's event. Bob McGowan expressed concern with any hard feelings that resulted from the visa problems and appreciation for those involved in trying to resolve the problems.

### **Stage & Grounds**

Kathy Peterson stated she has established an experienced stage crew that will be headed by Randy Kronblad. She also announced that Steve Irwin, Director of Development at the Folly Theater, has agreed to serve as Emcee for the event.

### **Vendors**

Bob McGowan has agreed to serve as the vendor coordinator/liaison to work with the vendors. It was noted that the vendors will be serving water and soda for the event, as the committee was unable to get it donated. This will enable event attendees to get their drinks with the meals they order. The vendors were pleased to be able to add this to their offerings. We have asked the vendors to submit their menus and prices as soon as possible so they can be printed and published.

Joyce reported that 40,000 vendor tickets have been ordered for the event and they will be placed in envelopes of designated value to assist in the ticketing process. Committee members can help with this process at a later meeting.

Kathy noted vendor tickets will be sold in three different locations. Tickets will be used for the purchase of all items except artist CD's.

### **Hospitality**

Donelea Hespe will be coordinating the hospitality area. She stressed that artist CD's were needed prior to the event so they could be appropriately checked in. Kathy Peterson stated she has not received a firm commitment from Hen House yet to supply the food for the hospitality area. If she does not get a commitment by early next week, she will contact Hy-Vee or other options.

### **Signage**

The banners have been revised and are in place advertising the event. Randy Kronblad will work with Kathy on additional banners identifying the vendors and other signage. Yard Signs are available for committee members to pick up.

### **T-Shirts**

Black T-shirts for sale will be purchased including the logo, date, line-up and sponsors. Volunteers will have Lime-Green T-shirts and lanyards. These will be given out prior to the event. Kathy also asked committee members who needed JazzFest Polo shirts to let her know so these could be reordered.

### **Publicity/Advertising Update**

Kathy announced the scheduled interview next week with Mayor Shaffer and Deborah Brown. She added the top four artists from the event will be on Steve Kraski's show at 11:00 on the Friday before the Festival

The KPR radio ads are running. There are three pages of the Prairie Village Voice dedicated to the Jazz Festival. The PV Post will be providing information on both the beer-tasting at Johnny's and the festival. Joyce announced the Northeast Johnson County Chamber weekly e-mail to all their members will feature the festival. Brian

Peters said he would ask Donna Potts with the PV Merchants Association to send out an e-blast on the festival. MaryAnn Watkins has placed the festival on local community calendars.

The full page back cover color ad will run in the September issue of the JAM Magazine. Kathy Peterson noted she received information from "The Pitch" regarding their sending out a promotional newsletter/e-blast the two weeks prior to the festival. The cost would be \$150 for 2 blasts. Their coverage is between 15,000 and 20,000 households. Committee members discussed the merits and did not feel the additional coverage was necessary.

Karen Ecton provided an update on social media and stated she needed to do more facebook and twitter updates as the events neared.

### **Recycling & Scout Cleanup**

Kathy Peterson announced that the Environment/Recycle Committee together with a local scout troop will be assisting with clean-up and recycling. They have made arrangements for 20 trash and 20 recycle boxes to be delivered for the event. The scouts will empty them during the event. She also noted the vendors needed to be responsible for their trash and recycle boxes.

### **Volunteers**

Volunteers are being coordinated by Marilyn York and MaryAnn Watkins. E-mails have been sent to over 400 individuals on our volunteer list as well as through the SACS group. Approximately 100 volunteers will be needed for the event to cover three shifts from 1 pm to 4:15; 4:00 to 7:15; and 7:00 to 10 p.m. Volunteers will also be needed for setup the morning of the event and the evening prior to the event. Committee members were encouraged to solicit volunteers to help out.

Kathy Peterson noted that Elise is getting student volunteers from Shawnee Mission South who will serve as general ambassadors for the event answering questions and helping attendees. It was suggested that Shawnee Mission East also be contacted. Kathy Peterson will see if she can get information on the Shawnee Mission School District website.

### **Insurance**

Kathy Peterson stated she looked into the possibility of "event "rain" insurance. The cost would be \$1000 and would apply with more than ½" of rain was received. Committee members discussed the pros and cons. Concern was expressed with the recent stage collapses at events. Kathy Peterson stated she has discussed these with the stage provider who noted what precautions they will be taking and that they also carry insurance. Joyce confirmed the event is also covered under a special event rider with the City's insurance carrier.

### **Next Meeting**

With the nearness of the event the committee will meet next Thursday, September 1<sup>st</sup> as well as Thursday, September 8<sup>th</sup> at 7 p.m. Kathy noted at the meeting on September 1<sup>st</sup> the committee will walk the site and maps will be distributed.

Kathy thanked the committee for their on-going efforts to produce a successful event.

**Adjournment**

The meeting was adjourned at 8:15 p.m.

**Council Members  
Mark Your Calendars  
September 6, 2011**

<b>September 2011</b>	Michael Doyle photography exhibit in the R. G. Endres Gallery
September 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
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 p.m.
October 17	City Council Meeting
<b>November 2011</b>	Greater KC Art Association mixed medium exhibit in the R. G. Endres Gallery
November 7	City Council Meeting
November 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 19	Northeast Johnson County Chamber Annual Dinner
November 21	City Council Meeting
November 24	City offices closed in observance of Thanksgiving
November 25	City offices closed in observance of Thanksgiving
<b>December 2011</b>	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 6:30 - 7:30 p.m.
December 19	City Council Meeting
December 26	City offices closed in observance of Christmas