

# CITY OF PRAIRIE VILLAGE

May 7, 2012

City Council Meeting

6:00 p.m.



**COUNCIL COMMITTEE OF THE WHOLE**  
**Council Chambers**  
**May 07, 2012**  
**6:00 PM**

**AGENDA**

**DAVID MORRISON, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

Citizen's Academy Graduation  
Wes Jordan

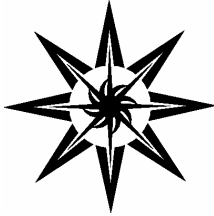
2013 Budget Outlook & Calendar  
Quinn Bennion and Lisa Santa Maria

Discussion regarding Council laptop replacements  
Dennis Enslinger

- COU2012-21 Consider renaming Meadowlake Park in honor of Mayor Taliaferro
- COU2012-22 Consider an Ordinance amending Chapter 11 Article 2 (Public Offenses & Traffic , Local Regulations) of the Prairie Village Municipal Code allowing for a waiver process to Operate Work Machinery Outside the Approved Hours of Operation Allowed by City Ordinance 11-202  
Dennis Enslinger
- \*COU2012-23 Consider Construction Administration Agreement with TranSystems for 2012 Construction Projects  
Keith Bredehoeft
- COU2012-24 Consider 2013-2017 CARS Program  
Keith Bredehoeft

**EXECUTIVE SESSION**

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



## ADMINISTRATION

Council Committee Meeting Date: May 7, 2012

### New Business: Discussion Regarding Council Laptop Replacements

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#### BACKGROUND:

When the City of Prairie Village decided to migrate to a paperless Council Packet in 2005-6, the City began issuing laptops to City Council members to access the packet information and communicate with residents. The 2012 budget contains funds to replace the current laptops are on a 3 years replacement schedule.

In recent years, the market has begun to offer options other than laptops for internet and limited computer needs. These options include the use of a tablet or iPad device. There are pros and cons to both the laptop and iPad devices. Prior to purchasing replacement laptops, staff is recommending that City Council have a discussion as to which option the Council prefers. Staff is requesting that the Council pursue one option (either a laptop or iPad) to minimize the amount of IT support necessary for this function.

#### DISCUSSION:

A traditional laptop does allow Council members more computing capability than the newer iPad devices. Below is a table which explains some of the differences between the two devices.

	Traditional Laptop	iPad 3 wifi 64GB
Cost	\$1200	\$850
Keyboard	Traditional Keyboard	Touch Screen Keyboard and Folio Case Keyboard (these are both smaller than traditional keyboards)
Printing	Allows for Wireless and USB Port Printing (wired connection)	Wireless Printing only
Office Suite Documents (Word, Excel, PowerPoint)	City purchases full versions of Word, Excel and PowerPoint	Apple does not have full versions of Word, Excel or PowerPoint. City would provide Apple's Pages app which allows for Word. The City would look into apps that would allow Excel and Powerpoint if Council wants these option.
PDF Documents	PDF reader is provided.	GoodReader a PDF reader and allows for notations on PDF documents
USB or other Ports	Laptop provides for USB ports and SDI card reader ports	IPad does not provide for any exterior ports.

**RECOMMENDATION:**

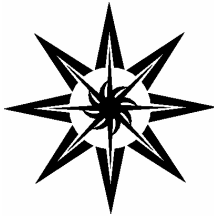
Staff is requesting the City Council discuss the options related to each device and provide direction to staff.

**PREPARED BY**

Dennis J. Enslinger

Assistant City Administrator

Date: May 1, 2012



**PARK & RECREATION COMMITTEE**  
Parks & Recreation Committee: February 8, 2012  
City Council Committee: May 7, 2012

**COU2012-21: Consider renaming Meadowlake Park in honor of Mayor Taliaferro**

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**SUGGESTED MOTION**

Recommend City Council renames Meadowlake Park in honor of former Mayor Roe Taliaferro per Council Policy 501 - Naming City Parks.

**BACKGROUND**

Mayor Shaffer and the Parks & Recreation Committee support the renaming of Meadowlake Park in honor of former Mayor Roe Taliaferro.

Excerpt from Parks & Recreation Committee minutes of February 8, 2012:

Diana reported she had spoken with former Mayor Roe Taliaferro's wife recently and she shared she will no longer be able to maintain his Sculpture Garden in Harmon Park. Diana suggested to Mayor Shaffer that one of the remaining parks not named for a Mayor be rededicated in his name. There is a city policy on renaming parks for former mayors and Mayor Taliaferro is the only former mayor that meets the criteria and doesn't have a park in his honor. After looking at the options, Mayor Taliaferro selected Meadowlake Park as the most appropriate option. There was discussion on the history of the park, any associated costs with the rededication and why it took twelve years for the change. Clarence Munsch moved to recommend to City Council that Meadowlake Park be renamed Taliaferro Park. Peggy Couch seconded the motion and it carried.

**FINANCIAL IMPACT**

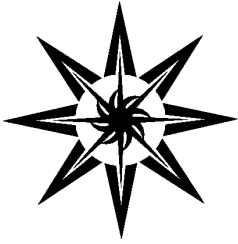
A new monument sign would be ~\$2,750.

**ATTACHMENTS**

City Council Policy: 501 - Naming of City Parks

**PREPARED BY**

Chris Engel  
Assistant to the City Administrator  
Date: 5/4/12



## City Council Policy: CP501 - Naming of City Parks

Effective Date: October 6, 2003

Amends:

Approved By: City Council

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I. **SCOPE**

A. This policy applies to all public parks that have not been previously named for a Mayor within the jurisdiction of the City of Prairie Village, Kansas.

II. **PURPOSE**

A. To provide guidelines for the future naming and renaming of public parks in the City of Prairie Village.

III. **RESPONSIBILITY**

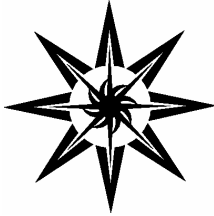
IV. **DEFINITIONS**

V. **POLICY**

A. Upon completion of at least a four-year term of office as Mayor of the City of Prairie Village, Kansas a City Park will be dedicated and renamed for the Mayor.

B. This policy is subject to the availability of Parks deemed appropriate for renaming.

VI. **PROCEDURES**



## ADMINISTRATION

Council Committee Meeting Date: May 7, 2010

City Council Meeting Date: May 21, 2012

**COU2012-22:** An Ordinance amending Chapter 11 Article 2 (Public Offenses & Traffic , Local Regulations) of the Prairie Village Municipal Code allowing for a waiver process to Operate Work Machinery Outside the Approved Hours of Operation Allowed by City Ordinance 11-202.

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### **MOTION:**

The Council authorizes the Mayor to execute Ordinance No. 2255 allowing for a waiver process to Operate Work Machinery Outside the Approved Hours of Operation Allowed by City Ordinance 11-202.

### **BACKGROUND**

From time to time, the City Council receives a request to operate to operate work machinery outside the approved hours of operation allowed by City Ordinance 11-202.

*SAME; PRIMA FACIE VIOLATION. It shall be prima facie evidence of a violation of this section for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at any adjacent property line, or for 50 or more feet in the case of a multiple-family dwelling, to start before or continue after the following hours:*

- *Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until midnight.)*
- *Weekends: 8:00 a.m. until midnight (except Sundays, which will be until 10:00 p.m.).*

Section 11-202 currently does not contain a provision allowing the City Council to grant a waiver from this ordinance provision. Based on previous City Council direction, staff has drafted an ordinance provision which provide the authority to the City Council grant a waiver to this section of the Municipal Code. The last request was in 2010.

Staff proposes to amend section 11-202 with the following provision:

*The City Council, may approve a waiver from the hours listed above if it is determined that the public good would be better served by allowing a contractor to work before or beyond the hours listed to reduce the impact on residents surrounding or visiting the construction project area.*

**RECOMMENDATION:**

Staff recommends the City Council approve Ordinance No. 2255 allowing for a waiver process to Operate Work Machinery Outside the Approved Hours of Operation Allowed by City Ordinance 11-202.

**ATTACHMENT:**

Ordinance No. 2255

**PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: May 2, 2012



**ORDINANCE NO. 2255**

**AN ORDINANCE AMENDING SECTION 11-202, ENTITLED "SAME; PRIMA FACIE VIOLATION", OF ARTICLE 2, ENTITLED "LOCAL REGULATIONS, " OF CHAPTER 11, ENTITLED "PUBLIC OFFENSES & TRAFFIC" OF THE MUNICIPAL CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS**

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

**Section I**

Section 11-202 of the Prairie Village Municipal Code is hereby amended by repealing existing Section 11-202 and enacting in lieu thereof a new Section 11-202 to read as follows:

11-202 SAME; PRIMA FACIE VIOLATION. It shall be prima facie evidence of a violation of this section for the operation of any tool, equipment, vehicle, electronic device, instrument, television, phonograph, machine or other noise or sound device at any time in such a manner as to be plainly audible at any adjacent property line, or for 50 or more feet in the case of a multiple-family dwelling, to start before or continue after the following hours:

- Weekdays: 7:00 a.m. until 10:00 p.m. (except Fridays, which will be until midnight.)
- Weekends: 8:00 a.m. until midnight (except Sundays, which will be until 10:00 p.m.).

The City Council, may approve a waiver from the hours listed above if it is determined that the public good would be better served by allowing a contractor to workout beyond the hours listed to reduce the impact on residents surrounding or visiting the construction project area.

**Section II**

This ordinance shall take effect and be in force effective upon publication.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2012

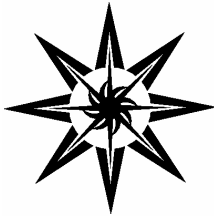
\_\_\_\_\_  
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 7, 2012

Council Meeting Date: May 7, 2012

### **\*COU2012-23: CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR 2012 CONSTRUCTION PROJECTS.**

#### **RECOMMENDATION**

Move to approve the construction administration agreement with TranSystems for 2012 construction projects.

#### **BACKGROUND**

Public Works recently requested proposals from firms to provide construction administration services for Prairie Village for the next three years. We had 9 firms submit proposals and we interviewed TranSystems, Olsson and Associates, and BHC Rhodes. Based on their original proposals and the interviews, the selection committee chose TranSystems to be the City's construction administration consultant for 2012, 2013, and 2014. TranSystems has been working for the City for the last few years and has performed very well. The selection committee consisted of Dale Warman, Andrew Wang, Quinn Bennion, Bruce McNabb, and Keith Bredehoeft.

Projects included in this contract-

BOND0002- 2011 BOND Project  
PAVP2012- 2012 Paving Program  
SODR0002- Somerset Drive- Roe Ave. to Nall Ave.  
190725- 2011 Drainage Project

The total construction cost for all the above projects will be about \$5,500,000.00. The fee was negotiated with TranSystems to be \$490,932.00 or 8.9% of construction costs. This percentage is similar to the percentage that was spent on construction administration for our recently completed 2009 Bond Project.

The Somerset Drive Project, the 2011 Drainage Project, and 2012 Paving Program will be complete this year while the 2011 BOND Project will be completed in 2012 and 2013.

It is anticipated that additional construction administration contracts with TranSystems will be presented to the City Council between now and 2014 as additional projects are constructed.

## **FUNDING SOURCE**

Funding is available under the Capital Infrastructure Program under the following projects.

BOND0002- 2011 BOND Project  
PAVP2012- 2012 Paving Program  
SODR0002- Somerset Drive- Roe Ave. to Nall Ave.  
190725- 2011 Drainage Project

## **RELATION TO VILLAGE VISION**

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

## **ATTACHMENTS**

1. Construction Administration Agreement with TranSystems.

## **PREPARED BY**

Keith Bredehoeft, Project Manager

April 30, 2012

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

For

**CONSTRUCTION ADMINISTRATION**

For

**PROJECT 190725: 2011 STORM DRAIN REPAIR PROGRAM**

**PROJECT PAV2012: 2012 PAVING PROGRAM**

**PROJECT SODR20002: 2012 C.A.R.S. PROJECT**

**PROJECT BOND0002: 2011 BOND PROJECT**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and TranSystems, a Kansas corporation with offices at 2400 Pershing Road, Suite 400, Kansas City, MO, 64108, hereinafter called the "Consultant".

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190725 2011 Storm Drain Repair Program; Project PAV2012 2012 Paving Program; Project SODR20002 2012 C.A.R.S. Project; and Project BOND0002 2011 Bond Project, hereinafter called the "Project",

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

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

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

**ARTICLE I - RESPONSIBILITIES OF THE CITY**

The CITY designates Keith Bredehoeft, Manager of Engineering Services as CITY representative with respect to this Agreement. Mr. Bredehoeft shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.

4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Mr. Stephen Langley as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Manager of Engineering Services, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Manager of Engineering Services shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Manager of Engineering Services. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project

Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Manager of Engineering Services.

The Construction Manager shall receive and deliver to the Manager of Engineering Services bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Manager of Engineering Services promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Manager of Engineering Services and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Manager of Engineering Services and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.

- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Manager of Engineering Services and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Manager of Engineering Services.



- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Manager of Engineering Services.
- 21 Furnish to Manager of Engineering Services periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Manager of Engineering Services proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Manager of Engineering Services of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Manager of Engineering Services, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Manager of Engineering Services for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Manager of Engineering Services, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.

- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The Construction Manager is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The Construction Manager will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the Construction Manager cannot clearly answer the question, the Construction Manager should refer the questioner to the Manager of Engineering Services.

The Construction Manager will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor

8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be

insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Manager of Engineering Services.

The Construction Manager is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the Construction Manager.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The Construction Manager shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The Construction Manager shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The Construction Manager are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the Construction Manager to meet and is part of this Agreement.

### ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$ 490,932.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibits A and B.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000

each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$50,000 in General Liability and \$100,000 in Professional Liability unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

If due to the CONSULTANT'S negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the CONSULTANT liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

**6.4 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

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

**Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

**Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

**CITY:**

CITY OF PRAIRIE VILLAGE, KS

**CONSULTANT:**

TRANSYSTEMS

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

Ronald L. Shaffer

Mayor

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

Thomas Swenson

Principal

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

TranSystems  
2400 Pershing Road, Suite 400  
Kansas City, MO 64108  
816-329-8762

ATTEST:

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

APPROVED BY:

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





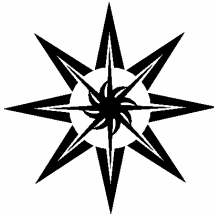
**Exhibit A**  
**Prairie Village 2012 - 2013 Construction Management Fee**  
**Estimate**  
**RECAP**

PRE-CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	4	\$ 270.00	\$ 1,080.00
	I4	46	\$ 116.00	\$ 5,336.00
	I3	0	\$ 85.00	\$ -
	TOTALS	50	SUB-TOTAL	\$ 6,416.00
CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	0	\$ 270.00	\$ -
	I4	2430	\$ 116.00	\$ 281,880.00
	I3	2204	\$ 85.00	\$ 187,340.00
	TOTALS	4634	SUB-TOTAL	\$ 469,220.00
POST-CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	4	\$ 270.00	\$ 1,080.00
	I4	46	\$ 116.00	\$ 5,336.00
	I3	0	\$ 85.00	\$ -
	TOTALS	50	SUB-TOTAL	\$ 6,416.00
SUMMARY	CLASS.	HOURS	RATE	EXTENSION
	0.44% E5	8	\$ 270.00	\$ 2,160.00
	59.59% I4	2522	\$ 116.00	\$ 292,552.00
	38.16% I3	2204	\$ 85.00	\$ 187,340.00
	TOTALS	4734	TOTAL LABOR	\$ 482,052.00
DIRECT EXPENSES		MILES	RATE	EXTENSION
	1.81%	16,000	\$ 0.555	\$ 8,880.00
	0.00%			\$ -
	0.00%			\$ -
	0.00%			\$ -
100.00%	16,000	TOTAL EXPEN	\$ 8,880.00	
<b>TOTAL ESTIMATE</b>				<b>\$ 490,932.00</b>

**ASSUMPTIONS:**

- 1 Construction schedule for 2012 assumes 162 workdays at 9 hours per work day Monday - Friday  
 Assume 2012 NTP approximately May 8, 2012 and work up until December 28, 2012

- 2 Construction schedule for 2013 assumes 167 workdays at 9 hours per work day Monday - Friday  
Assume 2013 NTP approximately May 1, 2013 and work up until December 30, 2013
- 3 Schedule allows for 8 holidays as non-working days
- 4 Manpower will pace contractor's activity
- 5 All material testing by others.
- 6 Construction Inspector will be responsible for all oversight, meetings, etc.
- 7 All design reviews/submittals will be by others.



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 7, 2012

Council Meeting Date: May 21, 2012

### COU2012-24: CONSIDER 2013-2017 CARS APPLICATION

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#### RECOMMENDATION

Staff recommends the City Council approve the 2013-2017 County Assistance Roads System(CARS) program.

#### BACKGROUND

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2013-2017. The Public Works Department compiled the list based on the pavement condition. The work will include where necessary full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk and milling/overlaying the pavement. These projects do NOT include an 8 foot wide trail.

Program Year	Street Segment	From	To	CARS Eligible Costs	County CARS Funds
2013 *	Somerset Dr	Belinder Ave	Mission Rd	\$737,000	\$368,500
2014 **	Somerset Dr	Stateline Rd	Belinder Ave	\$682,000	\$341,000
2015	Roe Avenue	79th Street	83rd Street	\$515,000	\$257,500
2016	Roe Avenue	63rd Street	67th Street	\$882,000	\$441,000
2017	Roe Avenue	67 <sup>th</sup> Street	71 <sup>st</sup> Street	\$888,000	\$444,000

\* Joint project with the City of Leawood

\*\* Joint project with the City of Leawood

It should be noted that the City submits an application annually and can revise future year requests. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

## **FUNDING SOURCE**

Funding is planned for the 2013 Project on Somerset Drive and is included in the current approved CIP. Future year's projects will be funded with each year's budget.

## **RELATION TO VILLAGE VISION**

### *CC1. Attractive Environment*

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

### *CFS3. Streets and Sidewalks*

*CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

### *TR1. Bike and Pedestrian Friendly*

*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**

Map of Project Locations

## **PREPARED BY**

Keith Bredehoeft, Project Manager

April 27, 2012

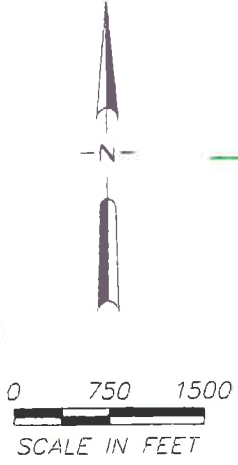


# CITY OF PRAIRIE VILLAGE *Star of Kansas*

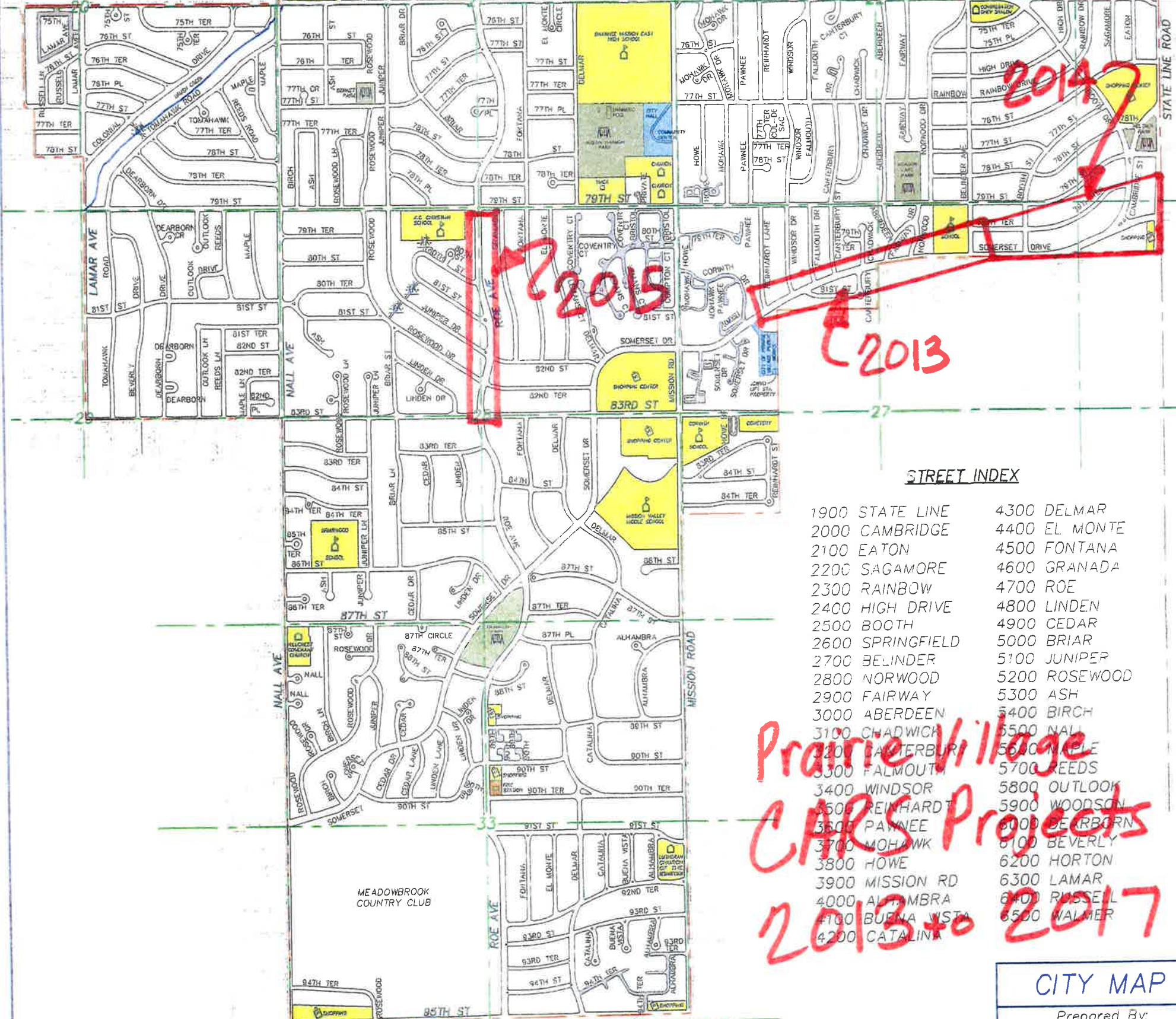
5500  
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3900

### LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNOGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION



75th 6500  
6400  
6300  
6100  
6000  
5800  
5700  
5600



### STREET INDEX

- |                  |               |
|------------------|---------------|
| 1900 STATE LINE  | 4300 DELMAR   |
| 2000 CAMBRIDGE   | 4400 EL MONTE |
| 2100 EATON       | 4500 FONTANA  |
| 2200 SAGAMORE    | 4600 GRANADA  |
| 2300 RAINBOW     | 4700 ROE      |
| 2400 HIGH DRIVE  | 4800 LINDEN   |
| 2500 BOOTH       | 4900 CEDAR    |
| 2600 SPRINGFIELD | 5000 BRIAR    |
| 2700 BELINDER    | 5100 JUNIPER  |
| 2800 NORWOOD     | 5200 ROSEWOOD |
| 2900 FAIRWAY     | 5300 ASH      |
| 3000 ABERDEEN    | 5400 BIRCH    |
| 3100 CHADWICK    | 5500 NALL     |
| 3200 CANTERBURY  | 5600 MAPLE    |
| 3300 FALMOUTH    | 5700 REEDS    |
| 3400 WINDSOR     | 5800 OUTLOOK  |
| 3500 REINHARDT   | 5900 WOODSON  |
| 3600 PANNEE      | 6000 DEARBORN |
| 3700 MOHAWK      | 6100 BEVERLY  |
| 3800 HOWE        | 6200 HORTON   |
| 3900 MISSION RD  | 6300 LAMAR    |
| 4000 ALHAMBRA    | 6400 RUSSELL  |
| 4100 BUENA VISTA | 6500 WALMER   |
| 4200 CATALINA    |               |

**Prairie Village  
CARs Projects  
2013 to 2017**

### CITY MAP

Prepared By:



REVISED 5/10/06

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
May 07, 2012  
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- 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 - April 16, 2012
- 2. Approve the bid award to Edwards Chemical, Inc., for swimming pool chemicals.
- 3. Approve the purchase of a cab and chassis for a dump truck with seven years parts and labor service warranties from Diamond International of Kansas City, MO for \$ 74,247.00 and the eventual disposal of Asset # 929 by auction.
- 4. Ratify the Mayor's appointment of Shannon Tuttle to the Environment/Recycle Committee with her term expiring in April, 2015
- 5. Approve the following contracts for VillageFest 2012:

Fun Services	Rock Wall	\$1,200.00	
	Trackless Train		
Sister Act Face Painting	Face Painters	\$2,240.00	
Hy-Vee	Food Vendor		Pay
\$175.00			
- 6. Approve the purchase of one 2012 Ford Police Interceptor Sedan

- VI. **MAYOR'S REPORT**
- VII. **COMMITTEE REPORTS**

**Council Committee of the Whole**

COU2012-23 Consider Construction Administration Agreement with TranSystems for 2012 Construction Projects

**Planning Commission**

PC2012-02 Consider Proposed Amendments to the Parks & Recreation  
Master Plan section of the Prairie Village Comprehensive Plan

VIII. STAFF REPORTS

IX. OLD BUSINESS

Consider Amendment to Chapter 11, Article 10 entitled "Parades"

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 385-4616, 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**

**May 7, 2012**



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
April 16, 2012**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 16, 2012, 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: Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, David Morrison 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; Joyce Hagen Mundy, City Clerk.

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

**PRESENTATIONS**

Mayor Ron Shaffer noted the three outgoing Council members. Al Herrera (Ward 1), Dale Beckerman (Ward 4) and Diana Ewy Sharp (Ward 6) were not in attendance but will be recognized with individual proclamations and plaques.

**Oath of Office**

City Clerk Joyce Hagen Mundy issued the oath of office to the recently elected Council members: Ashley Weaver (Ward 1), Ruth Hopkins (Ward 2), Andrew Wang (Ward 3), Brooke Morehead (Ward 4), David Morrison (Ward 5) and Ted Odell (Ward 6). The new council members were invited to take their place with the Council at the dais.

## **Police Department Awards Presentation**

Chief Wes Jordan stated the Police Department is pleased to present the following individuals with Supervisory Recognition Awards:

The first awards recognized exceptional performance in response to the October 21, 2011 bank robbery at US Bank at 6940 Mission Road and were awarded to Dispatcher Naomi Kent; Officer Cody Stech and Officer Daryl Thompson.

The second awards recognized exceptional performance by Detectives Luke Roth and Jason Wakefield in response to their tireless efforts in the investigation, arrest and conviction of Brian Pennington for the attempted first degree murder and aggravated burglary of Marti Hill.

Chief Jordan was pleased to present to Ms Marti Hills the "Spirit of Fortitude" Award in recognition of her strength, courage and determination to overcome unwarranted adversity and move forward telling her story for the benefit of others.

## **PUBLIC PARTICIPATION**

John Joyce, 4201 Delmar, addressed the Council with the following suggestions: 1) that the City review the permit fees charged to cover the costs of inspections; 2) if a community center is not going to be built in the near future that the City stop spending funds on a feasibility study, noting the funds are needed elsewhere; and 3) to not construct 8-foot concrete trails, stating that he felt such an expenditure was fiscally irresponsible. He noted he would have more comments regarding the proposed park sales tax when that item is discussed by the Council.

Michael Shook, 5501 West 81<sup>st</sup> Street, spoke on behalf of the Nall neighborhood group opposing the proposed change to the Parks Master Plan Trail System relocating the trail from Roe Avenue to Nall Avenue. He noted their group, which has grown to

over 100 residents, supports the trail as proposed along Roe where it provides the desired connectivity to city amenities.

Susan Bruce, 4501 West 72<sup>nd</sup> Terrace, expressed her appreciation to the City Council for changing the fence along the Tomahawk Trail. She noted the neighborhood is pleased with the new fence as it is without the addition of chain link.

Mayor Shaffer recognized a boy scout from Troop 91 present to earn his "Citizenship and the Community" badge.

No one else addressed the City Council and public participation was closed at 7:55 p.m.

## **CONSENT AGENDA**

Michael Kelly moved the approval of the Consent Agenda for April 16, 2012:

1. Approve Regular Council Meeting Minutes - April 2, 2012
2. Ratify the Mayor's appointment of Gregory T. Wolf to the Prairie Village Planning Commission & Board of Zoning Appeals to complete the unexpired term of Marlene Nagel, expiring in April, 2013
3. Approve the following 2012 Villagefest contracts:

Clement McCrae Puppets	Puppet Shows	\$875.00
Captured Memories Photo Booth	Photo Booth	\$500.00
4. Approve the CCS Presentation Systems "Base" design to upgrade the audio and visual technology in the City's Council Chambers and Multi-Purpose Room at a cost of \$60,000

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Morehead, Morrison, Odell and Belz.

## **MAYOR'S REPORT**

Mayor Shaffer reported he represented the City at the following events during the past two weeks: Johnson/Wyandotte County Mayors meeting at the Legends casino, A VIP tour of the LDS temple, Head Start Luncheon on April 10<sup>th</sup>. He will be attending the

dedication of the playground equipment taken from Somerset Elementary School and donated to Silver City Elementary School in Kansas City, Kansas. Mayor Shaffer acknowledged Kaler Bole and Hunt Midwest for making the arrangements for the donation of the equipment. Three Shawnee Mission East Students recently received awards from the "Shooting Stars" Program.

## **COMMITTEE REPORTS**

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

#### **COU2012-19 Consider Allocation from General Fund Contingency to fund additional building inspections and plan review costs**

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the release of \$20,000 from General Fund Contingency to fund additional building inspection and plan review costs. The motion was seconded by Andrew Wang and passed unanimously.

#### **COU2012-20 Consider approval of Project SODR0002: Somerset Drive - Roe Avenue to Nall Avenue**

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the addition of intersection improvements at Nall Avenue to Project SODR0002: Somerset Drive - Roe Avenue to Nall Avenue. The motion was seconded by Andrew Wang and passed unanimously.

## **STAFF REPORTS**

Mayor Shaffer announced that Staff Reports were given at the earlier Council Committee of the Whole meeting.

## OLD BUSINESS

### Update on Tomahawk Trail Project and Fence

Keith Bredehoeft reported the new fence has been installed along the Tomahawk Trail and noted that residents had asked if the chain link proposed to be installed behind the log rail could be omitted. Laura Wassmer asked if the staff felt the fence would provide the desired safety without the installation of the chain link. Mr. Bredehoeft responded the chain link would provide greater safety, but the fence meets safety standards as it currently stands.

Steve Noll moved the Council approve a change to the specifications for the fence removing the proposed chain link mesh and consider the project complete. Ruth Hopkins seconded the motion. Laura Wassmer confirmed the motion reflected the consensus of the neighborhood. The motion was voted on and passed unanimously.

## NEW BUSINESS

### Election of Council President

Michael Kelly nominated David Scott Morrison to serve as Council President for 2012-2013. The motion was seconded by Andrew Wang.

Steve Noll noted this is a sensitive and unique situation that presents awkwardness for the City by being led by an individual who has an active litigation in process against the City. He suggested that Mr. Morrison defer his seat as Council President until this issue has been resolved.

David Morrison noted the litigation referenced was his challenge of a charter ordinance. He does not want to see the Council President position politicized. He committed, if elected, that he would ensure that everyone has the ability to be heard. He did not feel whether or not he was serving as Council President would have any

bearing on the case. He feels that for the Council to abandon its long standing tradition of the longest tenured Council member who has not served as Council President being selected would be inappropriate and set a bad precedent. He feels it is time to put this issue behind and to start fresh.

City Attorney Katie Logan recapped the case at district court, appeals court and the Kansas Supreme Court. The City has won the case at the first two levels.

Laura Wassmer asked how much has the City spent on this litigation. Ms Logan responded over \$13,000 has been paid out in legal fees to date.

Ruth Hopkins stated she cannot support the election of an individual who not only would not support the action of the Council by a greater than 2/3 vote, but who brought legal action against the City causing loss of revenue. She views his actions as bordering on unethical. Laura Wassmer agreed with Mrs. Hopkins.

Mr. Morrison stated that he does not feel he did anything wrong. He noted that he has not said he would not pay the city's expenses incurred by the lawsuit. Those decisions are not made until the court action is final. He felt his action was both proper and legal.

Andrew Wang stated he does not believe the lawsuit against the city is unethical. He finds it irritating and expensive, but within Mr. Morrison's rights.

Dale Warman agreed that the action taken by Mr. Morrison was neither illegal nor unethical; however, these actions against your fellow council members demonstrated a lack of respect and acceptance of the actions of the Council as a whole and created several questions in the publics mind as to the ethics of other Councilmember's. He would hope that Mr. Morrison has learned that this position requires the support and

acceptance of decisions of the Council made for the benefit of Prairie Village, regardless of your individual vote.

Mayor Shaffer called for a vote on the motion with the motion passing by a vote of 8 to 3 with Nall, Hopkins & Wassmer voting “nay”.

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

Arts Council	04/18/2012	7:00 p.m.
Environmental/Recycle Committee	04/25/2012	7:00 p.m.
VillageFest Committee	04/26/2012	7:00 p.m.
Council Committee of the Whole	05/07/2012	6:00 p.m.
City Council	05/07/2012	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Shawnee Mission East Faculty in the R. G. Endres Gallery for the month of April.

The 11<sup>th</sup> Annual Earth Fair is Saturday, April 21<sup>st</sup> at Shawnee Mission East High School from 10:00 a.m. to 3:00 p.m.

This year’s Arbor Day event will be held at Franklin Park on April 28<sup>th</sup> at 10:00 a.m.

**Council Member photos will be taken on Monday, May 7<sup>th</sup> from 5:15 - 6:00 p.m. in the Council Chambers**

The JazzFest 5k fundraiser will be held on May 19<sup>th</sup> at 8:00 a.m.

Recreation memberships are for sale in the City Clerk’s Office. The pool opens May 26<sup>th</sup> at 11:00 a.m.

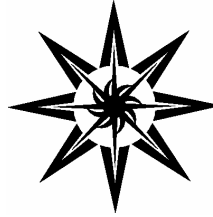
Large Item pick-up is scheduled for May 12<sup>th</sup> for homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street and May 19<sup>th</sup> for homes south of 75<sup>th</sup> Street.

**ADJOURNMENT**

With no further business to come before the City Council, the meeting was adjourned at 8:25 p.m.

Joyce Hagen Mundy  
City Clerk

# PUBLIC WORKS DEPARTMENT



Council Meeting Date: May 7, 2012

## CONSENT AGENDA: CONSIDER BID AWARD TO PURCHASE SWIMMING POOL CHEMICALS

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### RECOMMENDATION

Staff recommends the City Council approve the bid award to Edwards Chemical, Inc., for swimming pool chemicals.

### BACKGROUND

On April 20, 2012 the City Clerk opened bids for swimming pool chemicals. One bid was received from Edwards Chemical, Inc., Edwards Chemicals, Inc., has been the supplier of these chemicals to the City for over eighteen years. Following is the Bid unit pricing compared to last years pricing:

Description	Units	2012 Unit Prices	2011 Unit Prices
Calcium Chloride (50 pound bags)	Pounds	\$ 0.2844	\$ 0.3032
Chlorine	Gallons	\$ 1.4100	\$ 1.4200
Soda Ash (50 pound bags)	Pounds	\$ 0.2960	\$ 0.2960
Sodium Bicarbonate (50 lb. bags)	Pounds	\$ 0.2514	\$ 0.2494
Sulfuric Acid (55 gallon drums)	Gallons	\$ 2.6200	\$ 2.8400
Sodium Thiosulfate (50 lb. bags)	Pounds	\$ 0.8900	\$ 0.8900
Delivery Charge	Each	\$ 33.7500	\$ 33.7500

### FUNDING SOURCE

Funds are available in the Public Works Swimming Pool Operating Budget.

### RELATION TO VILLAGE VISION

None

### PREPARED BY

Bruce McNabb, Director of Public Works

Date April 30, 2012



**City of Prairie Village  
2012 Swimming Pool Chemical Bid**

**Bid Opening: April 20, 2012 at 3:00 PM**

Prepared by:

City of Prairie Village  
Department of Public Works  
3535 Somerset Drive  
Prairie Village, KS, 66208  
(913) 385-4640  
[publicworks@pvkansas.com](mailto:publicworks@pvkansas.com)

**NOTICE TO BIDDERS**

Scaled proposals will be received by the City Governing Body of Prairie Village, Kansas at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas, until **3:00 PM Central Time on April 20, 2012**, for **Swimming Pool Chemicals**.

All proposals shall be submitted in specially marked sealed envelopes addressed to the City Clerk. At the above stated time and place, all proposals shall be publicly opened and read aloud. Bids received after the designated closing time will be returned unopened.

Copies of the bid documents are available at the Public Works Facility at 3535 Somerset Dr., Prairie Village, KS or online at [www.pvkansas.com](http://www.pvkansas.com).

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

The City reserves the right to reject any or all bids; and to waive any informalities or irregularities therein.

Joyce Hagen Mundy, City Clerk

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**INSTRUCTIONS TO BIDDERS****1.0 GENERAL STATEMENT**

All proposals shall be made on the forms provided and attached to these contract documents. Each proposal must be enclosed in a sealed envelope plainly marked as "2012 Swimming Pool Chemicals". All proposals are to be addressed to "City Clerk, City of Prairie Village, 7700 Mission Road, Prairie Village, Kansas, 66208."

**2.0 PROPOSAL GUARANTEE**

None Required

**3.0 TAXES**

It is the intent of the City to supply the Bidder with a Sales and Compensating Tax Exemption Certificate for use in purchasing materials and supplies used on this proposal. The Bidder shall, in preparing the proposal, omit from the computed costs all appropriate Sales and Compensating Taxes. Copies of all invoices associated with this proposal, and bearing the tax exemption certificate number assigned to this project, shall be furnished to the City. All such invoices will be held by the City for a period of not less than five (5) years.

**4.0 WITHDRAWAL OF BID**

No bidder may withdraw its proposal for a period of thirty (30) days after the date and hour set for the receiving of said proposals. A bidder may withdraw the proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the bidder signed in the same manner and by the same person who signed the proposal.

**5.0 ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to accept the proposal which, in its judgment, is the best bid for the material covered by the proposal. The City reserves the right to award the proposal, or to reject any or all proposals, for any reasons, and to waive irregularities and information in any proposal submitted.

**6.0 SIGNATURES OF BIDDERS**

Each bidder shall sign its proposal, using its usual signature and giving its full business address. Proposals by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative by the signatures and designation of the person signing. Bids by corporations shall be signed by the president, secretary or other person authorized to bind it in the matter. The names of all persons should also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "president", "secretary", or other designation without disclosing the principal may be held to be the proposal of the individual signing. When requested by the City, a statement, sealed with the corporation seal, will be furnished stating that the individual signing the bid, is authorized to do so on behalf of the corporation.

**7.0 LOCAL CONDITIONS AFFECTING WORK**

Each bidder shall thoroughly and fully inform itself relative to the intended use of the item being bid. The bidder shall inform itself that all conditions and factors, local and otherwise, which could affect the prosecution and completion of the work and cost thereof, have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment to any contract awarded there under, which is based on the lack of such prior information or its effect on the cost of the work.

**8.0 INTERPRETATION OF DOCUMENTS**

If any person contemplating submitting a proposal for the proposed work is in doubt as to the true meaning of any part of the specifications, proposal, contract documents, conditions, or other parts of these documents, they may submit to the City Clerk a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered for any other explanations or interpretations of such documents which any person presumes to make on behalf of the city before expiration of the ultimate time set for the receipt of bids.

**9.0 BASES OF AWARD**

The decision on the award of this bid proposal will be based on the lowest unit prices reasonably meeting the specifications and providing suitable service based on references.

**DETAILED SPECIFICATIONS****1.0 General**

**1.1** The intent of this specification is to provide typical swimming pool chemicals for maintenance of water quality in accordance with required standards.

**2.0 Physical and Chemical Specifications**

**2.1** The following Chemical specifications are requested:

- 1.) Calcium Chloride (77-80%) Flake – Synonyms: Calcium Chloride, Hydrated.
- 2.) Sodium Hypochlorite 10% Liquid Chlorine – Synonyms: Bleach.
- 3.) Soda Ash Natural Light – Synonyms: Soda Ash Light; Sodium Carbonate: Soda Ash, Disodium Carbonate; Soda Calcined; Carbonic Acid Disodium Salt.
- 4.) Sodium Bicarbonate – Synonyms: Baking Soda.
- 5.) 44% Sulfuric Acid – Synonyms: Dihydrogen Sulfate; Oil of Vitriol; Vitriol Brown Oil; Acide Sulfurque ((French).
- 6.) Sodium Thiosulfate, Anhydrous and Crystal – Synonyms: Sodium hyposulfite; “hypo”; Sodium Thiosulfate Pentahydrate (crystal); Prismatic Rice.

**2.2** Include with the bid all of the Material Safety Data Sheets (MSDS) for each type of chemical bid.

**3.0 Delivery**

**3.1** The bidder shall provide a telephone number, email address and/or a FAX number for ordering swimming pool chemicals.

**3.2** The City may either telephone or fax orders for delivery of swimming pool chemicals.

**3.3** Delivery will be made to 7711 Delmar, Prairie Village, Kansas, during the normal work hours of **Monday through Friday 7:00 AM to 3:00 PM**. Special times must be arranged in advance by contacting Mike Helms at (913)385-4644.

**3.4** The City will issue purchase orders for various quantities during the contract period, which may be lower or may be higher than that specified amount in the bid proposal.

**3.5** All orders must be delivered within 48 hours of ordering.

Submitted by: KEN HOLT

## PROPOSAL FORM

To the City of Prairie Village, Kansas:

The undersigned Bidder, having examined the Proposal Documents and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements for the proposed work; and (c) all other factors and conditions affecting or that may be affected by the work,

HEREBY PROPOSES to furnish all required material to perform all necessary labor and supervision; and to provide all work stipulated in, required by, and in accordance with, the Proposal Documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and that the Bidder will accept in full payment sums determined by applying to the quantities of the following items, and the following unit prices. The Bidder understands that the estimated quantities herein given are not guaranteed to be exact or total quantities required for the completion of the work, and that increases or decreases may be made over or under the estimated quantities to provide for needs that are determined during the progress of the Work and that prices bid shall apply to such increased or decreased quantities as follows:

Item	Description	Units	Qty	Unit Price	Total Amount
1	Calcium Chloride (50 pound bags)	Pounds	2,500	\$ .2844	\$ 711.00
2	Chlorine	Gallons	14,500	\$ 1.41	\$ 20,445.00
3	Soda Ash (50 pound bags)	Pounds	250	\$ .296	\$ 74.00
4	Sodium Bicarbonate (50 pound bags)	Pounds	2,500	\$ .2514	\$ 628.50
5	Sulfuric Acid (55 gallon drums)	Gallons	220	\$ 2.62	\$ 576.40
6	Sodium Thiosulfate (50 pound bags)	Pounds	200	\$ .89	\$ 178.00
7	Delivery Charge	Each	1	\$	\$ 33.75
8	Telephone Number for Ordering	<u>913-365-5158</u>		\$6.00 DRUM RECONDITIONING FEE	
9	FAX Number for Ordering	<u>913 365-5512</u>		PER DRUM.	
10	Email Address	<u>KEN C. EDWARDS CHEMICALS.COM</u>		NO DEPARTS ON ACID DRUMS	

The undersigned Bidder declares:

That the Bidder has been regularly engaged in work of the class required by the specifications for 30 years, and respectfully invites our attention to the following work that has been completed under the direction of the Bidder:

Proposal	Location	Contact	Telephone Number
CITY PRAIRIE VILLAGE	POOL	RYAN	913-530-0610
CITY OPAK	POOLS	BRIAN	913-208-4232

That the Bidder proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, equipment and to do all the work specified in the documents of the Proposal in the manner therein prescribed and according to the requirements of the City as therein set forth.

Addendum receipt:

The undersigned Bidder acknowledges receipt of the following addenda to the Proposal Documents:

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Addendum NO. \_\_\_\_\_, Date \_\_\_\_\_

Submitted by: Ken Holt

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

The undersigned Bidder agrees and assures the City that if awarded this Proposal, the Bidder will fully abide by the requirements of these Proposal Documents.

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

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

Ken Holt  
Typed name of Bidder

913-530-0610  
Telephone Number

1504 Roseport Rd  
Street Address

913-208-4232  
Fax Number

Elwood KS 66024  
City, State, Zip

Ken@EDWARDSchemicals.com  
Email

Signature of Bidder:

If an Individual: \_\_\_\_\_, doing  
business as \_\_\_\_\_.

If a Partnership: \_\_\_\_\_, by  
member of firm \_\_\_\_\_.

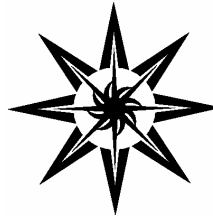
If a Corporation: Ken Holt, by  
title Sales Mgr. (Seal)

Incorporated in State of MO.

Dated: 4/20/12.



# PUBLIC WORKS DEPARTMENT



Council Meeting Date: May 7, 2012

## CONSENT AGENDA: CONSIDER PURCHASE OF REPLACEMENT CAB & CHASSIS FOR DUMP TRUCK AND DISPOSAL OF ASSET #929 BY AUCTION

---

### RECOMMENDATION

Staff recommends the City Council approve the purchase of a cab and chassis for a dump truck with seven years parts and labor service warranties from Diamond International of Kansas City, MO for \$ 74,247.00 and the eventual disposal of Asset # 929 by auction.

### BACKGROUND

The 2012 City Budget provides for the replacement of a Public Works dump truck. The existing vehicle is eleven years old and due for replacement due to high repair costs. Staff proposes to purchase the replacement cab and chassis for the dump truck using the 2012 MARC purchasing contract. City staff has modified the MARC specifications to make the vehicle more appropriate for City use. The vehicle cost is \$72,247.00 Staff proposes to purchase the seven years parts and labor warranties for an additional cost of \$ 2000.00 The vehicle is necessary for our drainage operations and maintenance program including assistance with snow and ice control.

The remainder of the equipment for the truck including the dump bed, hydraulic system, light system, salt spreader, snow plow and other equipment will be acquired through competitive bidding and installed later this year. Another dump truck was successfully acquired through the same process last year. The current estimated cost for this additional equipment is \$ 64,200. Therefore, the total estimated cost of the truck is approximately \$ 138,500.

### FUNDING SOURCE

The 2012 City Budget has a line item of \$110,000.00 for the purchase of this truck. Funding comes from the City's Stormwater Utility fee and is shown in the Drainage Operation and Maintenance Program operating budget. The additional funding necessary to acquire the additional equipment will be requested from the City's Equipment Replacement Fund.

### ATTACHMENT

Detailed equipment list.

### PREPARED BY

Bruce McNabb, Director of Public Works

Date April 25, 2012

2012 International dump truck  
 #5447 (to replace #0929- 2001 International dump truck & #0942 snow plow)  
 Diamond International Truck

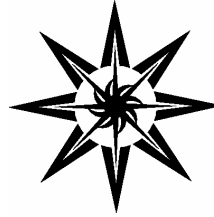
**International truck standard list**

* International 7300 Work Star cab-chassis	STD
* GVWR 37,000 LBS	STD
* Cab to axle 96"	STD
* Regular cab " A"	STD
* 120,000 PSI frame	STD
* Paint - white	STD
* Wheel base 171"	STD
* Air brake dryer w/automatic moisture ejectors	STD
* ABS drum brakes w/backing plates	STD
* Air conditioning	STD
* Front axle 14,000 LBS	STD
* Rear axle 23,000 LBS. Single speed	STD
* Air compressor 13.2 CFM	STD
* 50 Gallon fuel tank (aluminum)	STD
* Engine block heater	STD
* Heated mirrors	STD
* Air suspension drivers seat	STD
* Spare tire and wheel	STD
	<u>STD</u>
<b>International standard vehicle cost</b>	<b>\$ 64,740.00</b>

**International truck options list**

* Engine 7.6LT 6 cylinder 285 hp	\$ 4,586.00
* 160 amp alternator	\$ 149.00
* Silicone heater hoses	\$ 356.00
* 3 keys	\$ 12.00
* Service manuals (CD)	\$ 325.00
* Philips fender guide mirrors	\$ 150.00
* Rust proofing cab/chassis	\$ 275.00
* Tilt steering	\$ 119.00
* Snow valve	\$ 149.00
* Tow command for electric brakes	\$ 232.00
* Tow hooks 2 (Front)	\$ 72.00
* Winter front	\$ 170.00
* AM/FM Radio w/weather band	STD
* remote power module (6 factory switches)	\$ 505.00
* Base warranty one year unlimited miles	STD
* Transmission warranty 5 year Allison application	\$ 425.00
* Engine, engine electronics and injectors warranty 7 year/84 month or 3,600 hours	\$ 2,000.00
	<u>International options total</u> \$ 9,525.00
	International standard total \$ 64,740.00
* Front bumper delete	\$ (18.00)
	<u>International Cab - chassis total cost</u> \$ 74,247.00

**CITY CLERK DEPARTMENT**



**Council Meeting Date: May 7, 2012**

**CONSENT AGENDA:      CONSIDER APPOINTMENT TO THE ENVIRONMENT/  
RECYCLE COMMITTEE**

---

**RECOMMENDATION**

Ratify the Mayor's appointment of Shannon Tuttle to the Environment/Recycle Committee with her term expiring in April, 2015.

**BACKGROUND**

Mayor Shaffer is pleased to place before you the appointment of Shannon Tuttle to the Environment/Recycle Committee. Ms. Tuttle's volunteer application is attached.

**ATTACHMENTS**

1. Volunteer Application

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk  
May 1, 2012



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

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

Name Shannon Tuttle Spouse's Name                     

Address 7820 Rosewood Drive Zip 66208

Ward 3 Telephone: Home (913)-649-3169 Work                     

Fax                      Other Number(s): cell: (913)-~~649-3169~~<sup>752-7643</sup>

Business Affiliation College

Business Address JCCC

What Committee(s) interest(s) you?

Prairie Village Environmental Committee

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

I have worked with the committee  
for about a year through Shawnee  
Mission East High School. I have basically  
ran the Environmental Recycling club for  
a year at SME. I helped plan one  
of the most successful Earth Fair's in  
years.

Thank you for your interest in our community.

**VILLAGEFEST COMMITTEE**



**Council Meeting Date: May 7, 2012**

**CONSENT AGENDA: Consider Approval of VillageFest Contracts**

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**RECOMMENDATION**

Staff recommends the City Council approve the following contracts for VillageFest 2012.

Fun Services	Rock Wall	\$1,200.00
	Trackless Train	
Sister Act Face Painting	Face Painters	\$2,240.00
Hy-Vee	Food Vendor	Pay \$175.00

**FUNDING SOURCE**

01-06-41-6014-005 - VillageFest

**ATTACHMENTS**

1. Contracts

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk  
April 23, 2012

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Prairie Village, Kansas (hereinafter the "City") and Fun Services of Kansas City, (hereinafter the "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:  
TRACKLESS TRAIN - MOBILE (MIN - 40'x40')  
Rock Wall - STATIONARY (MIN - 25'x15')
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
Rock Wall  
Trackless Train  
Labor - 2
3. Hours of Operation: The Vendor shall provide services to the general public from 8:30 a.m. to 1:30 p.m. on July 4, 2012.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish the City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,200.00, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its 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 (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, 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 as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
  - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as an additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
  - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
  - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidenced by the execution of this Agreement by City's authorized representatives in the space provided below.



**CITY OF PRAIRIE VILLAGE**

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

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

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

ATTEST:

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

**VENDOR**

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

ADAM BROWN

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

MARKETING DIRECTOR

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

FUN SERVICES OF KC LLC.

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

7803 MEADOW VIEW DRIVE

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

SHAWNEE, KS 66227

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

913-441-9200

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

04/13/12

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

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 12 day of April, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Sister Act Face Painting, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

In consideration of the mutual promises and covenants contained herein, Vendor and City agree as follows:

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:  
  
20 x 20  
City will provide tent
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
5 Face Painters  
2 Wacky Hair Stylists
3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 1:30 p.m. on July 4, 2012.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 and 9:00 am and breakdown after 1:30 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$2,240 , to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its 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 (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, 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 as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
  - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
  - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
  - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

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

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

Mayor \_\_\_\_\_

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

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

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

913-381-6464 \_\_\_\_\_

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

ATTEST:

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

**VENDOR**

By: MJ Matthews-Tveit  
(signed)

MJ Matthews / DBA Sister Act  
(typed name) Face Painting

Owner / Artist  
(typed title)

Sister Act Face Painting  
(typed company name)

10001 W 100<sup>th</sup> Terr.  
(typed address)

Overland Park KS 66207  
(typed city, state, zip)

913 593-5104  
(typed telephone number)

4/12/2012  
(date of execution)

APPROVED BY:

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

## **FOOD SERVICE AGREEMENT**

### **VillageFest 2012**

**THIS FOOD SERVICE AGREEMENT** is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Hy-Vee Inc., hereinafter referred to as ("Vendor").

**WHEREAS**, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2012" (hereinafter "VillageFest") and

**WHEREAS**, the festivities of VillageFest shall include the sale to the general public of food items; and

**WHEREAS**, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

**NOW THEREFORE**, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

#### **ARTICLE 1**

##### **Scope, Duties and Hours of Operation**

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2012, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:  
Date: July 4, 2012. Hours: Set up between 7:00 am and 9:00 am; Hours of Operation from 10:30 a.m. until 1:30 p.m.; Breakdown after 1:30 p.m.

#### **ARTICLE 2**

##### **Financial Risk**

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

**ARTICLE 3**  
**Rental Fee**

3.1 Vendor shall pay to City on or before June 22, 2012, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

**ARTICLE 4**  
**Signage**

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

**ARTICLE 5**  
**Equipment Provided by Vendor**

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

**ARTICLE 6**  
**Sanitary Condition of Vendor's Booth**

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

**ARTICLE 7**  
**Security and Risk of Loss**

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. City shall not be responsible for loss of or damage to Vendor's property

or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

7.2 Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City during VillageFest.

## **ARTICLE 8**

### **Access to Facilities**

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2012, from 6:00 a.m. to 7:30 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

## **ARTICLE 9**

### **Items Sold and Prices**

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.



**ARTICLE 10**  
**Business Information**

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk  
7700 Mission Road  
Prairie Village KS 66208  
(913) 381-6464  
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: \_\_\_\_\_.

**ARTICLE 11**  
**Compliance With Laws**

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 22, 2012.

**ARTICLE 12**  
**Insurance and Hold Harmless**

12.1 Vendor shall furnish to City a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 22, 2012.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

### **ARTICLE 13**

#### **Staff**

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

### **ARTICLE 14**

#### **Cancellation**

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

### **ARTICLE 15**

#### **Entire Agreement**

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

**ARTICLE 16**

**Effective Date**

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

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

By: 

Printed Name: \_\_\_\_\_

Printed Name: RYAN C. BRYANT

Title: \_\_\_\_\_

Title: CATERING MGR

Date: \_\_\_\_\_

Date: 4/30/12

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
Hot Dog	1.00
BRAT	2.00
BURGER	2.00
VEG BURGER	2.00
CHIPS	1.00
<del>XXXXXXXXXX</del> JUMBO COOKIES	1.00
BOTTLED WATER	.50
<del>POP</del> CAN POP	.50
GRAPENADE	1.00

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS \_\_\_\_\_ #OF OUTLETS \_\_\_\_\_  
 AMPERAGE \_\_\_\_\_

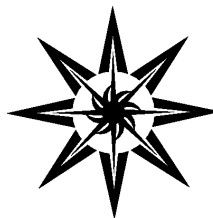
As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

**There is also NO ALCOHOL to be sold at the event!!!!**

# POLICE DEPARTMENT

Council Committee Meeting Date: May 7, 2012



## CONSENT AGENDA: PURCHASE REQUEST OF POLICE VEHICLE

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### RECOMMENDATION

Staff recommends the purchase of one 2012 Ford Police Interceptor Sedan.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON MAY 7, 2012.

### BACKGROUND

For the use of the Directed Patrol Unit (DPU) as approved by the Council for the 2012 Public Safety Budget. The Department is seeking authorization to purchase this unit from Shawnee Mission Ford, who was awarded the 2012 MACPP Metro Bid. The approximate build time for these cars from Ford is 120 days.

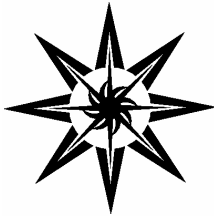
This vehicle is a new police specific package from Ford and is the same as the two previous patrol units you approved on February 6, 2012. The vehicle comes standard with all-wheel drive, which will assist handling in rain, snow, and icy conditions.

### FUNDING SOURCE

01-03-25-8006-000 - \$24,000

### PREPARED BY

Capt. Wes Lovett  
Patrol Commander  
Date: May 2, 2012



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 7, 2012

Council Meeting Date: May 7, 2012

### **\*COU2012-23: CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR 2012 CONSTRUCTION PROJECTS.**

#### **RECOMMENDATION**

Move to approve the construction administration agreement with TranSystems for 2012 construction projects.

#### **BACKGROUND**

Public Works recently requested proposals from firms to provide construction administration services for Prairie Village for the next three years. We had 9 firms submit proposals and we interviewed TranSystems, Olsson and Associates, and BHC Rhodes. Based on their original proposals and the interviews, the selection committee chose TranSystems to be the City's construction administration consultant for 2012, 2013, and 2014. TranSystems has been working for the City for the last few years and has performed very well. The selection committee consisted of Dale Warman, Andrew Wang, Quinn Bennion, Bruce McNabb, and Keith Bredehoeft.

Projects included in this contract-

BOND0002- 2011 BOND Project  
PAVP2012- 2012 Paving Program  
SODR0002- Somerset Drive- Roe Ave. to Nall Ave.  
190725- 2011 Drainage Project

The total construction cost for all the above projects will be about \$5,500,000.00. The fee was negotiated with TranSystems to be \$490,932.00 or 8.9% of construction costs. This percentage is similar to the percentage that was spent on construction administration for our recently completed 2009 Bond Project.

The Somerset Drive Project, the 2011 Drainage Project, and 2012 Paving Program will be complete this year while the 2011 BOND Project will be completed in 2012 and 2013.

It is anticipated that additional construction administration contracts with TranSystems will be presented to the City Council between now and 2014 as additional projects are constructed.

## **FUNDING SOURCE**

Funding is available under the Capital Infrastructure Program under the following projects.

BOND0002- 2011 BOND Project  
PAVP2012- 2012 Paving Program  
SODR0002- Somerset Drive- Roe Ave. to Nall Ave.  
190725- 2011 Drainage Project

## **RELATION TO VILLAGE VISION**

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

## **ATTACHMENTS**

1. Construction Administration Agreement with TranSystems.

## **PREPARED BY**

Keith Bredehoeft, Project Manager

April 30, 2012

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

For

**CONSTRUCTION ADMINISTRATION**

For

**PROJECT 190725: 2011 STORM DRAIN REPAIR PROGRAM**

**PROJECT PAV2012: 2012 PAVING PROGRAM**

**PROJECT SODR20002: 2012 C.A.R.S. PROJECT**

**PROJECT BOND0002: 2011 BOND PROJECT**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and TranSystems, a Kansas corporation with offices at 2400 Pershing Road, Suite 400, Kansas City, MO, 64108, hereinafter called the "Consultant".

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 190725 2011 Storm Drain Repair Program; Project PAV2012 2012 Paving Program; Project SODR20002 2012 C.A.R.S. Project; and Project BOND0002 2011 Bond Project, hereinafter called the "Project",

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

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

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

**ARTICLE I - RESPONSIBILITIES OF THE CITY**

The CITY designates Keith Bredehoeft, Manager of Engineering Services as CITY representative with respect to this Agreement. Mr. Bredehoeft shall have the authority to transmit instructions, receive information, interpret and define the policies of the CITY, make decisions relevant to the services of the CONSULTANT.

The CITY shall do the following in a timely manner:

1. Make available to the CONSULTANT all existing data and records relevant to the Project, including but not limited to, maps, plans, correspondence, data and previous reports and studies possessed by the CITY.
2. Approve all criteria and information as to the requirements of the CITY for the Project, including objectives and constraints, performance requirements, and budgetary limitations.
3. Review and approve all correspondence transmitted and forms used by the CONSULTANT relative to this Project.



4. Review for approval all submittals such as change orders and payment requests by the CONSULTANT.

## ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

The CONSULTANT designates Mr. Stephen Langley as Construction Manager, who shall direct the related construction inspection and administration services in all phases of the Project to which this Agreement applies. The Construction Manager shall serve as the prime professional on this Project and shall be the prime contact with the Manager of Engineering Services.

The standard of care for all professional consulting services and related construction inspection and administration services either performed for or furnished by the CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT profession, practicing under similar conditions at the same time and in the same locality.

The Construction Manager shall act as CITY representative to the extent and limitations of the duties, responsibilities and authority as assigned herein and shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CITY instructions to Contractor will be issued through Construction Manager, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

The Construction Manager shall conduct a pre-construction meeting, which will include the Manager of Engineering Services, Contractor, utility companies and any appropriate government agency partied with the CITY prior to commencement of Work at the Site.

The Construction Manager shall coordinate with the Contractor on the taking of digital, pre-construction pictures.

The Construction Manager shall make visits to the site at intervals appropriate to the various stages of construction, as Construction Manager deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Construction Manager are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Construction Manager herein, but rather are to be limited to selective checking, selective sampling, and similar methods of observation of the Work based on Construction Manager's exercise of professional judgment. Based on information obtained during such visits and such observations, Construction Manager will determine if Contractor's work is proceeding in accordance with the Project Manual, and Construction Manager shall keep CITY informed of the progress of the Work.

The purpose of Construction Manager visits to the Site of the Project will be to enable Construction Manager to carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase. By the exercise of Construction Manager's efforts as an experienced and qualified construction professional, the Construction Manager will provide for CITY a greater degree of confidence that the completed Work will conform in general to the Project Manual and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual has been implemented and preserved by Contractor. Construction Manager shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Construction Manager have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Construction Manager neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Project Manual.

The Construction Manager shall have authority to disapprove or reject Contractor's work while it is in progress if, on the basis of such observations, Construction Manager believes that such work will not produce a completed project that conforms generally to the Project Manual or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

The Construction Manager shall issue necessary clarifications and interpretations of the Project Manual as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Project Manual. Construction Manager may issue Field Orders authorizing minor variations of work that neither increase the Time for Completion nor have a value of more than \$1,000 from the requirements of the Project Manual.

The Construction Manager shall recommend Change Orders and Field Orders to Manager of Engineering Services, as appropriate, and prepare Change Orders and Field Orders as required.

The Construction Manager shall review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Project Manual and compatibility with the design concept of the completed project as a functioning whole as indicated in the Project Manual. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Construction Manager has an obligation to meet any Contractors submittal schedule that has earlier been acceptable to Construction Manager.

The Construction Manager and Manager of Engineering Services shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

The Construction Manager shall require such special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Project Manual. The Construction Manager's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Project Manual and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Project Manual. The Construction Manager shall be entitled to rely on the results of such tests.

The Construction Manager shall render formal written recommendations on all claims of CITY and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Project Manual pertaining to the execution and progress of the Work.

The Construction Manager shall:

1. Review the Contractor's monthly Applications for Payment to determine it represents the work accepted and is mathematically correct. Construction Manager will provide recommendation for payment to the Manager of Engineering Services. Such recommendations of payment will be in writing and will constitute Construction Manager representation to the CITY, based on such observations and review, that, to the best of Construction Manager knowledge, information and belief, the Work has progressed to the point indicated, the quality of such is generally in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon completion, to the results of any subsequent tests called for in the Project Manual and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Construction Manager responsibility to observe the Work. In the case of unit price work, the Construction Manager recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Project

Manual). The responsibilities of Construction Manager are expressly subject to the limitations set forth herein.

2. By recommending any payment, it will also not impose responsibility on Construction Manager to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price. However, the Construction Manager shall obtain from the Contractor documentation in approved form with the payment request to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

The Construction Manager shall receive and review maintenance and operating instructions, schedules, and guarantees that will be given to the Manager of Engineering Services.

The Construction Manager shall receive and deliver to the Manager of Engineering Services bonds, certificates, or other evidence of insurance not previously submitted and required by the Project Manual, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided herein, and the annotated record documents which are to be assembled by Contractor in accordance with the Project Manual to obtain final payment.

Construction Manager shall transmit to Manager of Engineering Services promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use. In company with Manager of Engineering Services and Contractor, the Construction Manager shall conduct an inspection to determine if the Work is Complete. If after considering any objections, the Construction Manager shall deliver a certificate of Completion to Manager of Engineering Services and Contractor.

Accompanying the recommendation for final payment, Construction Manager shall provide proper notice that the Work is acceptable to the best of the Construction Manager knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Construction Manager for final payment to Contractors.

The Construction Manager shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Construction Manager shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Project Manual.

Construction Manager shall furnish assistants, and other field staff to assist Construction Manager to provide more extensive observation of Contractor's work by observing progress and quality of the Work. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the assistants and other field staff, Construction Manager shall provide protection against defects and deficiencies in the Work.

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.

- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.
- 4 Report when clarifications and interpretations of the Project Manual are needed and transmit to Contractor clarifications and interpretations.
- 5 Record date of receipt of Samples and approved Shop Drawings.
- 6 Receive and examine Samples, which are furnished at the Site by Contractor.
- 7 Review material test reports and inform Manager of Engineering Services and Contractor of results not meeting specifications. The Construction Manager shall make appropriate recommendations to address results not meeting specifications.
- 8 Advise the Contractor prior to the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal that the submittal has not been received or approved by Construction Manager.
- 9 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions. Transmit to Contractor in writing decisions as issued by Construction Manager.
- 10 Conduct on-Site observations of Contractor's work in progress to determine if the Work is in general proceeding in accordance with the Project Manual.
- 11 Report any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Project Manual or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Project Manual, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise of that part of work in progress that the Construction Manager believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 12 Consult with Contractor in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- 13 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel, and that Contractor maintains adequate records thereof.
- 14 Observe, record, and report appropriate details relative to the test procedures and systems start-ups.
- 15 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections.
- 16 Maintain orderly files for correspondence, reports of job conferences, reproductions of original Project Manual including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, clarifications and interpretations of the Project Manual, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- 17 Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Manager of Engineering Services.

- 18 Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- 19 Maintain records for use in preparing Project documentation.
- 20 Upon completion of the Work, furnish original set of all Project documentation to Manager of Engineering Services.
- 21 Furnish to Manager of Engineering Services periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- 22 Draft and recommend to Manager of Engineering Services proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- 23 Furnish copies of all inspection, test, and system start-up reports.
- 24 Immediately notify Manager of Engineering Services of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 25 Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Manager of Engineering Services, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 26 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Project Manual, and have these documents delivered to Manager of Engineering Services for review prior to payment for that part of the Work.
- 27 Participate in a Completion inspection, assist in the determination of Completion and the preparation of lists of items to be completed or corrected.
- 28 Participate in a final inspection in the company of Manager of Engineering Services, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- 29 Observe whether all items on the final list have been completed or corrected and make recommendations concerning acceptance and issuance of the Notice of Acceptability of the Work.

The Construction Manager shall not:

- 1 Exceed limitations of CONSULTANT authority as set forth in the Agreement or the Project Manual.
- 2 Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 3 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Project Manual.

- 4 Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CITY or Contractor.
- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

The Construction Manager is expected to conduct himself/herself at all times in such a manner as to reflect credit upon himself/herself and the CITY they represent. It is expected that the Construction Manager will be suitably dressed for the work, and he/she will be clean and neat enough to be a suitable representative of the CITY to the Contractor and the public. The Construction Manager will be pleasant, courteous and business-like in meeting the public. He/She is helpful and considerate to answer questions asked by the public. If the Construction Manager cannot clearly answer the question, the Construction Manager should refer the questioner to the Manager of Engineering Services.

The Construction Manager will not engage in controversial activities relative to the project in public, particularly if it involves public speaking, public debate, public media, etc. All written communications intended for publication that relate to the project must be approved by the Manager of Engineering Services.

Keeping accurate records and reports is a very important function of the Construction Manager. These records are necessary for a number of reasons. Some of the most common reasons for these records and their use as references are as follows:

1. Accounting for quantities for periodic progress payments and extra work under cost plus change order procedures
2. Verify actions and decisions of the Construction Manager
3. Report job status and site conditions of an accident or liability claim
4. Clarify the continuity of project contract time, such as working days, delays, and weather.
5. Responses to inquiries and complaints
6. Evidence in legal action

The basic reporting medium is the Daily Report. It is a continuing report of the job progress and provides an adequate record of each day's progress and activities. The record of activities should be reported in the sequence that they take place. Each report should be brief but at the same time be complete, clear and factual and include all work accomplished by the Contractor, as well as pertinent related information. The report should answer "who did what, when, where, how and how much". Abbreviations are acceptable as long as their meanings are not confusing and have a common acceptance.

A checklist of items contained in the Daily Report is as follows:

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor

8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions
11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Manager of Engineering Services

Typical entries for subgrade work -

1. Name of Contractor doing the work
2. Location and results of compaction tests completed and name of the testing laboratory
3. Limits of rough grade, cuts and fills
4. Thickness and type of material placed and compacted
5. Conformance with final grade specifications

Typical entries for curb, gutter, sidewalk and driveway work -

1. Name of Contractor doing the work
2. Station to station limits of forms placed when concrete is not placed the same day
3. Station to station limits of concrete placed, type of concrete and additives, number of cubic yards placed, source of concrete and copy of delivery ticket
4. Type and size of curb and gutter
5. Width and thickness of sidewalk
6. Width and thickness of driveways
7. Number and location of concrete tests for slump, cylinders taken, and name of testing laboratory

Typical entries for paving work -

1. Name of Contractor doing the work
2. Identification of milling, paving and roller equipment used
3. Source and type of material
4. Station to station and width limits of pavement placed, method of laying, material type,, thickness, and weight of material laid based on delivery tickets
5. Number and location of temperature of material at delivery tests, density tests and name of testing laboratory

Typical entries for storm drains -

1. Station to station limits of excavation, pipe laid (including size and type), bedding material, backfill material and compaction method
2. Number and location of structure by type, backfill material and compaction method
3. Location of utility conflicts and resolution
4. Method of restoration, , compaction method and density test
5. Method of restoration, sidewalks, lawns
6. Televised inspection, dates and results

A primary responsibility of the Construction Manager is to have a working knowledge of the controlling regulations, codes and directives dealing with the public convenience, public safety and construction safety. Though jobsite safety is contractually the Contractor's responsibility, the Construction Manager should immediately report all unsafe conditions or practices to the proper authority. However, if in the opinion of the Construction Manager, the precautions taken by the Contractor are found to be

insufficient or inadequate in providing job or public safety at any time, the Construction Manager shall notify the Manager of Engineering Services.

The Construction Manager is expected to wear suitable clothing and protective gear on the jobsite. Hard hats must be worn at all times there is a danger of falling and flying material. Approved reflective vests must be worn for high visibility in close proximity to traffic and moving equipment. Clothing and protective gear should clearly identify the Construction Manager.

Good housekeeping and sanitary provisions are the responsibility of the Contractor. The Contractor is responsible for public and private property and shall take every reasonable precaution to avoid damage by the construction activities. Throughout all phases of construction, the rubbish and debris on a project shall be held to a minimum and confined to organized disposal and storage areas. Dust nuisance is to be held to a minimum. The Contractor's equipment and construction activities shall not contribute to air pollution by excessively discharging smoke, exhaust and other contaminants in such quantities to be a nuisance and violation of contract. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The responsibility of safe and proper handling of traffic rests with the Contractor. The Construction Manager shall see that the Contractor provides proper handling of traffic as required by the contract and shall notify the Contractor to correct any potentially dangerous situation that exists. The section of the Manual of Uniform Traffic Control Devices (MUTCD) titled *Work Area Traffic Control Handbook* sets forth the principle and standards in order to provide safe and effective work areas and to warn, control, protect and expedite vehicular and pedestrian traffic through the construction project. The MUTCD by reference is part of the Contractor's construction documents. The Construction Manager shall refer to this document when monitoring and coordinating traffic handling with the Contractor. The Construction Manager shall record such unacceptable conditions in the Daily Report.

The Construction Manager are directed to avail themselves of the *Public Works Inspector' Manual*, latest edition published by the BNi Building News and available through the American Public Works Association. The manual is a complete operational and technical guidebook for inspecting all types of public works construction. The manual is the standard by which the CITY expects the Construction Manager to meet and is part of this Agreement.

### ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of \$ 490,932.00 for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibits A and B.

The CONSULTANT may submit an invoice on a monthly basis from an estimate of Services or upon the completion of services. The CONSULTANT shall bill reimbursable expenses, which are beyond all fees for professional services, with a multiplier of 1.05. Reimbursable items shall be as follows:

- a. Final plots and printing for construction or as requested by the CITY except as outlined in the scope of services (printing and plotting for the CONSULTANT in-house use is not a reimbursable expense)
- b. Project Mileage
- c. Delivery Charges

All billings must be submitted by the fifteenth day of the month for all services rendered in the previous month. The CONSULTANT will invoice the CITY on forms approved by the CITY. All properly prepared invoices will include a documented breakdown of expenses incurred.



Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

#### **ARTICLE IV - GENERAL PROVISIONS**

**Times for Rendering Services:** The CONSULTANT services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Services through completion. Specific periods of time for rendering services are set forth in Article IV, Time Schedule, in this Agreement, by which time defined services are to be completed. If such periods of time are changed through no fault of the CONSULTANT, the rates and amounts of compensation provided for therein shall be subject to equitable adjustment.

**Opinions of Probable Cost:** In providing opinions of probable cost, the CITY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs, if included herein, are to be made based on the CONSULTANT qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**Change in Scope:** The scope of work described in Article I Scope of Services, shall be subject to modification or supplement upon the signing of an Engineering Change Order by the CITY and the CONSULTANT. At the time of such modification of scope, equitable adjustments, agreeable to both parties, shall be made in the time of performance and the compensation to be paid for the services.

In event the CITY consents to, allows, authorizes or approves of changes to the construction documents prepared by the CONSULTANT, and these changes are not approved in writing by the CONSULTANT, the CITY recognizes that such changes and the results thereof are not the responsibility of the CONSULTANT. Therefore, the CITY agrees to release the CONSULTANT from any liability arising from the construction, use, or result of such changes. In addition, the CITY agrees to indemnify and hold the CONSULTANT harmless from any damage, liability or cost arising from such changes.

**Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement ("Plans") shall become the property of City. City agrees that if such Plans are ever used in connection with another project in which the Consultant is not providing civil engineering services or for completion of the Project by others, all references to the Consultant or any subconsultant, including seals, shall be removed from the Plans before use on said project. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the CITY sole risk and without liability to the Consultant. To the extent permitted by law, the City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the Plans. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

**Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000

each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$50,000 in General Liability and \$100,000 in Professional Liability unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, CITY agent, and other specified interests as additional insureds thereunder.

If due to the CONSULTANT'S negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the CONSULTANT liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.

**6.4 Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

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

**Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

**Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for CITY reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.

**Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

**CITY:**

CITY OF PRAIRIE VILLAGE, KS

**CONSULTANT:**

TRANSYSTEMS

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

Ronald L. Shaffer

Mayor

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

Thomas Swenson

Principal

Address for giving notices:

CITY of Prairie Village  
7700 Mission Road  
Prairie Village, Kansas, 66208  
913-381-6464

Address for giving notices:

TranSystems  
2400 Pershing Road, Suite 400  
Kansas City, MO 64108  
816-329-8762

ATTEST:

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

APPROVED BY:

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



**Exhibit A**  
**Prairie Village 2012 - 2013 Construction Management Fee**  
**Estimate**  
**RECAP**

PRE-CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	4	\$ 270.00	\$ 1,080.00
	I4	46	\$ 116.00	\$ 5,336.00
	I3	0	\$ 85.00	\$ -
	TOTALS	50	SUB-TOTAL	\$ 6,416.00
CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	0	\$ 270.00	\$ -
	I4	2430	\$ 116.00	\$ 281,880.00
	I3	2204	\$ 85.00	\$ 187,340.00
	TOTALS	4634	SUB-TOTAL	\$ 469,220.00
POST-CONSTRUCTION	CLASS.	HOURS	RATE	EXTENSION
	E5	4	\$ 270.00	\$ 1,080.00
	I4	46	\$ 116.00	\$ 5,336.00
	I3	0	\$ 85.00	\$ -
	TOTALS	50	SUB-TOTAL	\$ 6,416.00
SUMMARY	CLASS.	HOURS	RATE	EXTENSION
	0.44% E5	8	\$ 270.00	\$ 2,160.00
	59.59% I4	2522	\$ 116.00	\$ 292,552.00
	38.16% I3	2204	\$ 85.00	\$ 187,340.00
	TOTALS	4734	TOTAL LABOR	\$ 482,052.00
DIRECT EXPENSES		MILES	RATE	EXTENSION
	1.81%	16,000	\$ 0.555	\$ 8,880.00
	0.00%			\$ -
	0.00%			\$ -
	0.00%			\$ -
100.00%	16,000	TOTAL EXPEN	\$ 8,880.00	
<b>TOTAL ESTIMATE</b>				<b>\$ 490,932.00</b>

**ASSUMPTIONS:**

- 1 Construction schedule for 2012 assumes 162 workdays at 9 hours per work day Monday - Friday  
 Assume 2012 NTP approximately May 8, 2012 and work up until December 28, 2012

- 2 Construction schedule for 2013 assumes 167 workdays at 9 hours per work day Monday - Friday  
Assume 2013 NTP approximately May 1, 2013 and work up until December 30, 2013
- 3 Schedule allows for 8 holidays as non-working days
- 4 Manpower will pace contractor's activity
- 5 All material testing by others.
- 6 Construction Inspector will be responsible for all oversight, meetings, etc.
- 7 All design reviews/submittals will be by others.



## PLANNING COMMISSION

Council Meeting Date: May 7, 2012

### Consider Proposed Amendments to the Park and Recreation Master Plan Section of the Prairie Village Comprehensive Plan Amendments

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#### RECOMMENDATION

The Planning Commission has recommended that the Governing Body not make the proposed changes to the Master Trail Plan contained in the Park and Recreation Master Plan section of the City's Comprehensive Plan, Village Vision.

#### BACKGROUND

The Parks Master Plan was prepared in 2009; the Planning Commission approved incorporating it into the Prairie Village Comprehensive Plan (Village Vision) July 7, 2009 and the City Council approved it July 20, 2009.

The City has been implementing the Trail Plan, as part of the Park Master Plan, with the construction of Somerset Trail along Somerset Avenue. In 2011, the City of Mission approached the City of Prairie Village and the City of Overland Park to discuss constructing the trail along Nall Avenue rather than Roe Avenue.

In 2010, the City of Mission presented a plan to the Prairie Village City Council to construct a trail as part of the Nall Avenue improvements (a joint Mission and Prairie Village street project). The City Council approved the proposed street project and directed staff to look at modifying the existing Master Park Trail Plan to reflect this change.

The City of Mission completed construction of a section of trail along Nall from 67<sup>th</sup> Street to Martway in 2011. The City of Overland Park is aware of the proposed Nall Avenue route change, but has not committed to the Nall Avenue alignment. The proposed Nall Avenue trail would have connections at 63rd Street, Tomahawk Road, 79<sup>th</sup> Street and 91<sup>st</sup> Street. Alternate routes on 67<sup>th</sup> and 69<sup>th</sup> Streets will be extended to Nall Avenue.

At its regular meeting on November 1, 2011, the Planning Commission discussed a proposed amendment to the Park and Recreation Section of the Comprehensive Plan in detail and authorized staff to advertise the matter for public hearing. Prior to holding the public hearing on the proposed amendments, the Park and Recreation Committee provided comment on the proposed amendments and recommended approval of the proposed Nall Avenue alignment at their November 9, 2011 meeting.

The Planning Commission opened the public hearing on the proposed trail plan amendments at the February 7, 2012 meeting. At the request of City Council, the

Planning Commission continued the item at the February 7, 2012 meeting to allow for the City Council to discuss the general topic of trails at the March 5<sup>th</sup> Council Committee meeting.

At the March 6, 2012 Planning Commission meeting, the Planning Commission continued the item to the April 3<sup>rd</sup> meeting allowing for more time to notify property owners and residents along the proposed route changes. Staff mailed letters to all residents along both the existing trail and the proposed trail informing them of the proposed amendment and the public hearing.

The public hearing was continued at the April 3, 2012 meeting of the Planning Commission with several residents addressing the Commission. The Commission also received written comments from several residents prior to the hearing. At the public hearing, a non-binding petition in opposition to the proposed amendment was presented. Related correspondence has been attached for Council's information.

At the April 3, 2012 meeting the Planning Commission, unanimously voted to recommend the Governing Body not make the proposed changes to the Park and Recreation Master Plan section of the City's Comprehensive Plan, Village Vision. The proposed changes included the moving of the Roe Avenue trail route to Nall from 63<sup>rd</sup> street to 91<sup>st</sup> Street and extending the necessary east to west connection routes to accommodate this change.

The City Council has several options regarding the proposed changes:

- 1) Uphold the recommendation of the Planning Commission not to make any of the proposed changes. This requires a simple majority vote.
- 2) Overturn the recommendation of the Planning Commission and make the proposed changes or make modifications to the proposed changes. This requires nine (9) affirmative votes. This will also require the drafting and approval of an ordinance detailing the proposed changes.
- 3) Return the item back to the Planning Commission for consideration, which requires a simple majority vote.

#### **ATTACHMENTS**

PC2012-02 Staff Report  
Draft of PC Minutes of 04/03/2012  
Minutes of 2/7/2012  
Trail System Map  
Communications from residents

#### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk/Planning Commission Secretary



## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, Lochner, Planning Consultant  
**SUBJECT:** **PC 2012-02 Proposed Amendments to the Park and Recreation Master Plan  
Section of the Prairie Village Comprehensive Plan**  
**DATE:** April 3, 2012 Project # 011002401

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### Background:

At its regular meeting on November 1, 2011, the Planning Commission discussed a proposed amendment to the Park and Recreation Section of the Comprehensive Plan in detail and authorized staff to advertise the matter for public hearing.

Prior to holding the public hearing on the proposed amendments, the Park and Recreation Committee provided comment on the proposed amendments and recommended approval of the proposed Nall Avenue alignment at their November 9, 2011 meeting.

The Planning Commission opened the public hearing on the proposed trail plan amendments at the February 7, 2012 meeting. At the request of City Council, the Planning Commission continued the item at the February 7<sup>th</sup> meeting to allow for the City Council to discuss the general topic of trails at the March 5<sup>th</sup> Council Committee meeting.

At the March 6<sup>th</sup> Planning Commission meeting, the Planning Commission continued the item to the April 3<sup>rd</sup> meeting allowing for more time to notify property owners and residents along the proposed route changes.

### Discussion:

The Park and Recreation Plan was prepared in 2009; the Planning Commission approved incorporating it into the Prairie Village Comprehensive Plan (Village Vision) July 7, 2009 and the City Council approved it July 20, 2009.

The City has been implementing the Trail Plan, as part of the Park Master Plan, with the construction of Somerset Trail along Somerset Avenue. In 2011, the City of Mission approached the City of Prairie Village and the City of Overland Park to discuss constructing the trail along Nall Avenue rather than Roe Avenue.

In 2010, the City of Mission presented a plan to the Prairie Village City Council to construct a trail as part of the Nall Avenue improvements (a joint Mission and Prairie Village street project). The City Council approved the proposed street project and directed staff to look at modifying the existing Master Park Trail Plan to reflect this change.

The City of Mission completed construction of a section of trail along Nall from 67<sup>th</sup> Street to Martway in 2011. The City of Overland Park is aware of the proposed Nall Avenue route change, but has not committed to the Nall Avenue alignment. The proposed Nall Avenue trail would have connections at 63<sup>rd</sup>

Street, Tomahawk Road, 79<sup>th</sup> Street and 91<sup>st</sup> Street. Alternate routes on 67<sup>th</sup> and 69<sup>th</sup> Streets will be extended to Nall Avenue.

The attached Trail System Plan shows the proposed changes and two other maps will need to be changed accordingly if the amendment is approved. The Roe Avenue Trail is marked with an "X" and the proposed Nall Avenue Trail is shown as a dashed line. Also the extensions of 63<sup>rd</sup> Street, 67<sup>th</sup> Street, 69<sup>th</sup> Street and 79<sup>th</sup> Street from Roe Avenue to Nall Avenue are shown in a dashed line. Staff is recommending the trail on 75<sup>th</sup> Street west of Shawnee Mission East be deleted because of significant right-of-way constraints.

The text in the "Trail System Overview" in the Park and Recreation Master Plan does not require any revision because it is a general discussion of the proposed Bike/Trail Plan. There are several maps, however, that will need to be changed as follows: the "Comprehensive Parks and Trails Plan", the "Trail System Plan" and the "Trail System Plan-Phasing".

Staff has attached correspondence received regarding the proposed changes and comments during the public hearing sections of the proposed trail amendments.

#### **RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission adopt the Resolution amending the Park and Recreation Master Plan in Village Vision by changing the Bike/Trail from Roe Avenue to Nall Avenue and related east/west connections and submit said Resolution to the Governing Body for its approval. A copy of the proposed Resolution is attached.

If the Planning Commission determines that the Roe alignment is the preferred alignment, Staff recommends that the Planning Commission adopt a Resolution amending the Park and Recreation Master Plan or Village Vision by adding an extension of the 67<sup>th</sup> Street Trail section to extend to Nall Avenue. Thereby, connecting to the current section of trail constructed on Nall Avenue to the planned Roe Route. A resolution would need to be drafted and approved by Planning Commission.

The Planning Commission would also have the option of not adopting any changes to the Master Trail Plan contained in the Park and Recreation Master Plan in Village Vision. If the Planning Commission pursues this option, it would send a recommendation to the City Council not to amend the Master Trail Plan.

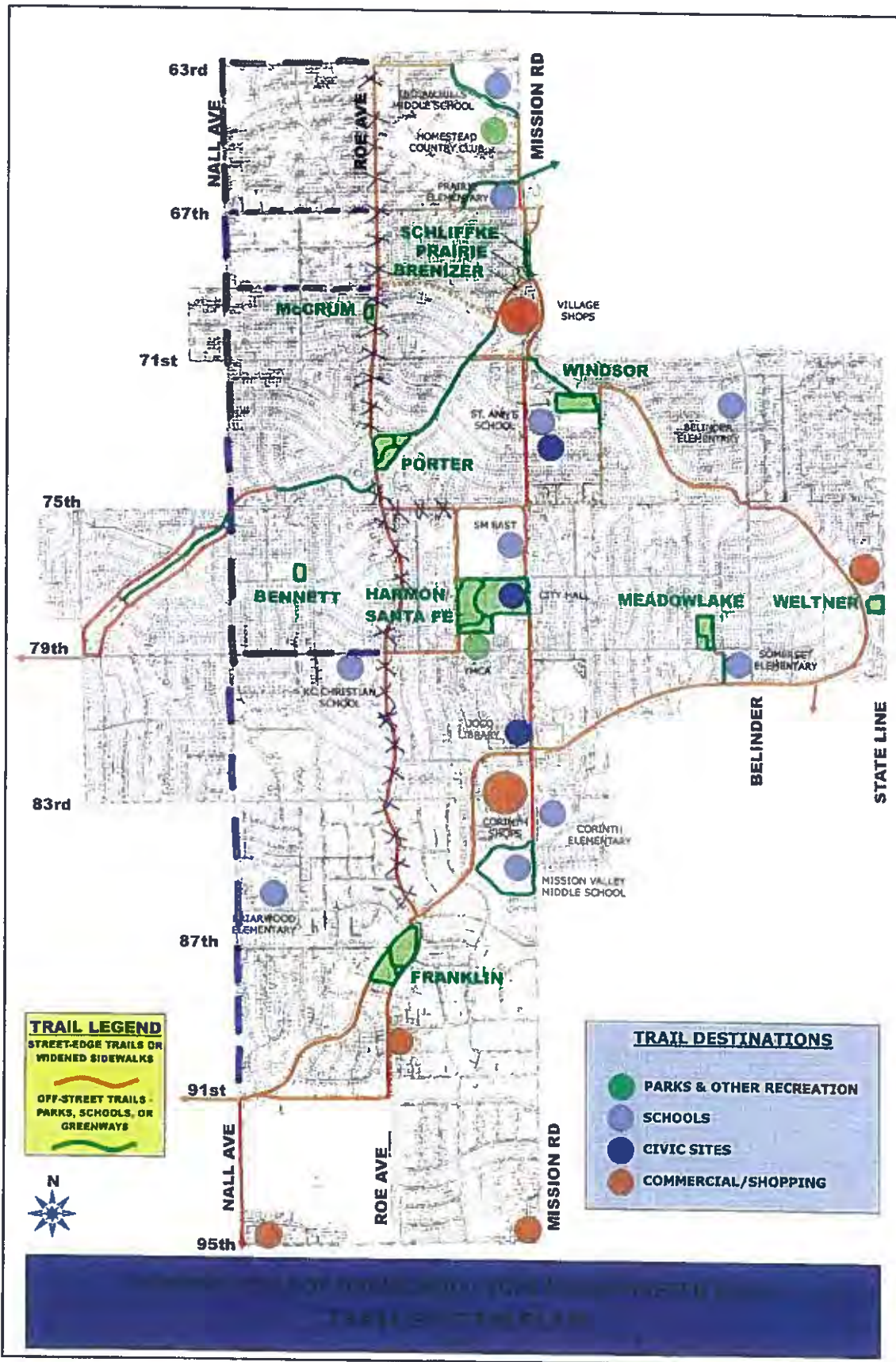
#### **Attachments:**

Proposed Trail Changes Map

Existing Trail Plan Section of the Parks Master Plan

Correspondence

Planning Commission Minutes February 7<sup>th</sup>/March 6<sup>th</sup>



### **Trails System Overview**

The plans on the following pages highlight the proposed community-wide trail system and depict an initial phasing plan for implementation.

#### **Trail System Purpose**

The trail system is conceived first and foremost as a recreation and quality of life resource for the citizens of Prairie Village, with the goal of providing easily-accessed and safe corridors for walking, running, bicycling, and generally moving about the city. It is essentially intended to accommodate the following uses:

- Recreational cyclists and families with children
- Runners and walkers
- General citizen access to community sites, such as parks and recreation facilities, schools, civic sites, and commercial shopping areas

The trail plan includes locations of specific trail destinations that trail users would be expected to seek out. It is instructive to note that the proposed trail system connects directly to or within one block of 27 of the 32 anticipated destinations, with the exception of one park site (Bennett Park), two elementary schools (Belinder and Briarwood), and two commercial areas (95<sup>th</sup>&Nall and 95<sup>th</sup>&Mission).

#### **Trail Corridors**

The proposed trail corridors are initially targeted for those areas that provide the safest pedestrian environments, comfortably allow for two-way trail traffic, and minimize interactions with vehicular traffic. The preferred corridors for the trails are those that can accommodate minimum 8' wide trails, including:

- Existing parks and school sites
- Wide street right-of ways, where 8' wide sidewalks can be accommodated.
- Stream corridors, with particular focus on the few that are accessible for trail purposes.

#### **Bike Lanes**

This master plan strongly encourages the future study and development of bike lanes throughout the community to better serve more serious cyclists and to promote an increase in daily commuters using bike lanes for regular travel to places of employment. A system of this nature is essentially a transportation function and necessitates many considerations of street profiles and condition, traffic patterns and safety, as well as signage, and it is beyond the reach of this master plan to provide specific recommendations on preferred bike lane corridors. However, it should be noted that bike lane developments are likely to be a primary means to connect the Prairie Village trail system to neighboring trail systems such as the Indian Creek Trail System to the south. Thus, future bike lane studies should carefully consider these factors and be coordinated with surrounding communities.



**TRAIL LEGEND**

STREET-EDGE TRAILS OR WIDENED SIDEWALKS

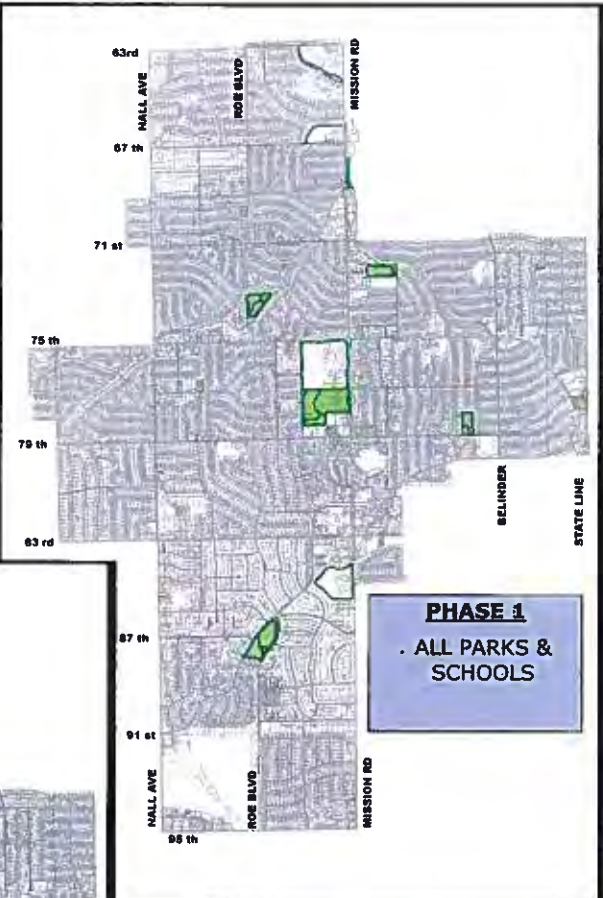
OFF-STREET TRAILS - PARKS, SCHOOLS, OR GREENWAYS

**TRAIL DESTINATIONS**

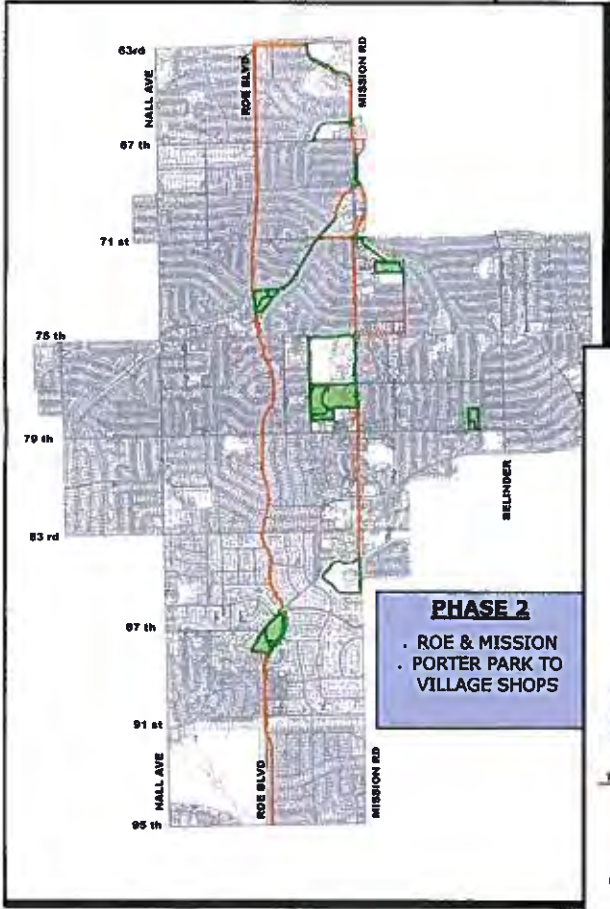
- PARKS & OTHER RECREATION
- SCHOOLS
- CIVIC SITES
- COMMERCIAL/SHOPPING



TRAIL SYSTEM PLAN



**PHASE 1**  
 . ALL PARKS & SCHOOLS



**PHASE 2**  
 . ROE & MISSION  
 . PORTER PARK TO VILLAGE SHOPS



**PHASE 3**  
 . TOMAHAWK RD.  
 . SOMERSET RD.  
 . CHEROKEE & BOOTH  
 . EAST WEST CONNECTORS

**TRAIL LEGEND**  
 STREET-EDGE TRAILS OR WIDENED SIDEWALKS  
  
 OFF-STREET TRAILS - PARKS, SCHOOLS, OR GREENWAYS  




**PRAIRIE VILLAGE PARKS AND RECREATION MASTER PLAN  
 TRAIL SYSTEM PLAN - PHASING**

**PLANNING COMMISSION MINUTES  
APRIL 3, 2012**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 3, 2012, in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Bob Lindeblad, Dirk Schafer, Marlene Nagel, Nancy Wallerstein and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Nancy Vennard moved for the approval of the minutes of March 6, 2012, as presented. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 0 with Nancy Wallerstein abstaining.

**PUBLIC HEARINGS**

**PC2012-02 Continuation of Public Hearing on PC2012-02 Proposed Amendment to the City's Comprehensive Plan reflecting changes to the Parks Master Plan**

Chairman Ken Vaughn announced there is a continuation of a public hearing initially held on February 7, 2012. He reviewed the procedures to be followed for the public hearings calling for presentation by staff, questions from the Commission followed by public input asking the public to identify themselves prior to speaking and not to repeat comments previously voiced. He asked that the audience refrain from applause and vocal outbursts.

Dennis Enslinger stated the Parks Master Plan was prepared in 2009; the Planning Commission approved incorporating it into the Prairie Village Comprehensive Plan (Village Vision) July 7, 2009 and the City Council approved it July 20, 2009.

The City has been implementing the Trail Plan, as part of the Park Master Plan, with the construction of Somerset Trail along Somerset Avenue. In 2011, the City of Mission approached the City of Prairie Village and the City of Overland Park to discuss constructing the trail along Nall Avenue rather than Roe Avenue.

In 2010, the City of Mission presented a plan to the Prairie Village City Council to construct a trail as part of the Nall Avenue improvements (a joint Mission and Prairie

Village street project). The City Council approved the proposed street project and directed staff to look at modifying the existing Master Park Trail Plan to reflect this change.

The City of Mission completed construction of a section of trail along Nall from 67<sup>th</sup> Street to Martway in 2011. The City of Overland Park is aware of the proposed Nall Avenue route change, but has not committed to the Nall Avenue alignment. The proposed Nall Avenue trail would have connections at 63<sup>rd</sup> Street, Tomahawk Road, 79<sup>th</sup> Street and 91<sup>st</sup> Street. Alternate routes on 67<sup>th</sup> and 69<sup>th</sup> Streets will be extended to Nall Avenue.

Mr. Enslinger reviewed the Trail system Plan map reflecting the proposed changes and noted two other maps will need to be changed accordingly if the amendment is approved. The Roe Avenue Trail is marked with an "X" and the proposed Nall Avenue Trail is shown as a dashed line. Also the extensions of 63<sup>rd</sup> Street, 67<sup>th</sup> Street, 69<sup>th</sup> Street and 79<sup>th</sup> Street from Roe Avenue to Nall Avenue are shown in a dashed line. Staff is recommending the trail on 75<sup>th</sup> Street west of Shawnee Mission East be deleted because of significant right-of-way constraints.

Mr. Enslinger noted the text in the "Trail System Overview" in the Park and Recreation Master Plan does not require any revision as it is a general discussion of the proposed Bike/Trail Plan. There are several maps, however, that will need to be changed as follows: the "Comprehensive Parks and Trails Plan", the "Trail System Plan" and the "Trail System Plan-Phasing".

Any communication received by the City on this matter to date has been distributed to the Planning Commission.

It is the recommendation of Staff that the Planning Commission adopt the Resolution amending the Park and Recreation Master Plan in Village Vision by changing the Bike/Trail from Roe Avenue to Nall Avenue and related east/west connections and submit said Resolution to the Governing Body for its approval.

However, if the Planning Commission determines that the Roe alignment is the preferred alignment, Staff recommends that the Planning Commission adopt a Resolution amending the Park and Recreation Master Plan or Village Vision by adding an extension of the 67<sup>th</sup> Street Trail section to extend to Nall Avenue. Thereby, connecting to the current section of trail constructed on Nall Avenue to the planned Roe Route. A resolution would need to be drafted and approved by Planning Commission.

Mr. Enslinger stated that Planning Commission also has the option of not adopting any changes to the Master Trail Plan contained in the Park and Recreation Master Plan in Village Vision. If the Planning Commission pursues this option, it would send a recommendation to the City Council not to amend the Master Trail Plan.



Ken Vaughn asked staff to clarify what the Comprehensive Plan means at this point in time. Mr. Enslinger stated the Comprehensive Plan is a guide to the development of the City that is used by the Commission and Council in making land use decisions. It does not provide construction plans. He noted the current Somerset Trail was identified in the plan and in 2009 when street work was scheduled for that area, the design and construction of that portion of the trail was approved by the City Council. This trail was constructed and currently connects Franklin Park to the Corinth Square Shopping Center. .

The size, location and placement of the trail is done in conjunction with adjacent roadway improvements. Based on the city's existing five year capital improvement plan, Nall trail will not be constructed within the next five years. Mr. Enslinger added this trail connects to the metropolitan metro green plan started in 1980 and at this point in time is only one-third completed. This is a long, slow process.

Ken Vaughn asked what was the goal or purpose for the proposed trails. Mr. Enslinger replied as stated in the Parks Master Plan "The trail system is conceived first and foremost as a recreation and quality of life resource for the citizens of Prairie village, with the goal of providing easily-accessed and safe corridors for walking, running, bicycling and generally moving about the city. It is essentially intended to accommodate 1) recreational cyclists and families with children; 2) runners and walkers; 3) general citizen access to community sites, such as parks and recreation facilities, schools, civic sites and commercial shopping areas."

Randy Kronblad asked if the trail is moved to Nall Avenue has any thought been given to downsizing Nall to three lanes of traffic from four. Mr. Enslinger replied there has been some discussion of this with the other cities along Nall and interest has been expressed in the idea.

Bob Lindeblad confirmed that it is the intent of the city to construct the trail within existing right-of-way. Mr. Enslinger noted that most of the routes chosen have very wide right-of-way and it is the intent for the trail to be constructed within that right-of-way.

Dirk Schafer asked if a survey has been done to confirm that the trail could be constructed in the available right-of-way and if a cost comparison of construction costs at the two different proposed locations. Bruce McNabb, Public Works Director, replied no survey has been done on either the Roe or Nall route. Mr. Schafer asked if there were any plans to do bike lanes as part of the trail system. Mr. McNabb stated any reference to bike lanes has been very general in nature.

Nancy Vennard asked the last time a traffic study was done on either Roe or Nall. She noted a study was done on Nall prior to the construction of the Sprint Campus. She feels the city needs to know traffic counts on both Roe and Nall to truly compare traffic volumes in considering the best location for the trail. She does not feel the decision should be made without this information.

Bruce McNabb noted that traffic counts are taken annually.

Nancy Wallerstein agreed with Mrs. Vennard on the importance of traffic counts. Although the traffic impact from the Sprint campus is not significant now, as other companies locate on the campus the impact could become greater.

Bob Lindeblad noted that the minutes from the Park & Recreation Committee and the City Council did not reflect any extended discussion on this issue or reasons for the movement of the trail other than to connect with Mission's trail. Mr. Enslinger replied the City Council decided to go forward with the roadway changes on Nall allowing for the construction of the trail and noted that a trail along Roe would have to intersect with more curb cuts (approximately every 60'), whereas, Nall has more side-entry homes requiring less curb cuts. Mr. Lindeblad noted that although the Park & Recreation Committee recommended approval, they gave no specific reasons.

Nancy Wallerstein noted that she served on the Parks Master Plan Committee and had serious concerns with the proposed location of the trail down Roe because of the small front yards of many of the homes along Roe. However, she noted that Roe Avenue runs through the center of Prairie Village and connects with the Indian Creek Trail System in Overland Park as well as the Rock Creek Trail System in Mission. It was the original recommendation of the Park Consultant that the trail be placed along Roe Avenue.

Mrs. Wallerstein stated it was the desire of the Parks Master Plan for the trails to provide connectivity within the City. The proposed trail on Roe Avenue connects directly to or within one block of 27 of the 32 anticipated destinations, with the exception of one park site (Bennett Park), two elementary schools (Belinder and Briarwood), and two commercial areas (95<sup>th</sup> & Nall and 95<sup>th</sup> & Mission).

Nancy Wallerstein stated she had talked with representatives at the City of Mission and at this time they do not plan to extend the Rock Creek Trail to Roe Avenue.

Bruce McNabb reported the following traffic counts from 2010:

- Roe Avenue - 9,000 to 10,000 vehicles per day
- Nall Avenue - 12,000 to 13,000 vehicles per day

Ken Vaughn felt that if the emphasis is to provide general citizen access to city parks and recreational facilities, this is not accomplished by moving the trail to Nall.

Chairman Ken Vaughn opened the public hearing at 7:30 p.m. reminding the audience of the procedures to be followed.

Joel Joyce, 8000 Fontana, noted he comes from a family of four runners and loves to run on trails. He reviewed the Parks Master Plan and the discussion related to trails and its adoption noting there was no objection to the trail system plan or its cost. Over 790 residents responded to a survey stating their support of trails within the City. Trails were the highest rated amenity identified by the Parks Master Plan. He questioned why the

original plan is being abandoned without any substantial information or reason being presented.

He noted by abandoning the original plan to connect with the trail constructed by the City of Mission, the City places a trail on one of the busiest streets in the City leading the one of the busiest intersections in the area (Shawnee Mission Parkway & Nall). Nall does not connect to any Prairie Village Parks. Because of the mature trees on Roe Avenue, it is a more pleasant running experience.

Mr. Joyce presented an e-mail from Tricia Beaham, SME Cross Country Coach, in support of the trail system plan for Prairie Village and for keeping the location of the trail along Roe Avenue. She noted her team would use the trail and that she felt the Roe location provides a safer avenue for runners and walkers alike.

Brad Leiffing, 5301 W. 79<sup>th</sup> Street, stated that two of the lowest and highest elevations in the area are along Roe. Nall Avenue is a wider, busier street and a true thoroughfare for people traveling through the city. Roe Avenue is more conducive to walking and supports the trail remaining on Roe.

Lorraine Minor, 5409 West 79<sup>th</sup> Street, noted signatures have been collected from residents on Nall opposing the placement of the trail. She feels the existing sidewalks provide the desired connectivity and the expenditure of additional funds for the addition of a trail would be a waste of taxpayer money. Ms. Minor does not support the reduction of Nall to three lanes and noted the difficulty in making turns onto Nall. Nall is not conducive to walking because of the high volume of traffic.

Mark McDonald, 8115 Nall Avenue, urged the Commission to remain with the original location for the proposed trail. He noted the placement on Roe Avenue provides direct connectivity with two city parks, links to shopping areas, as well as, connecting with the Overland Park trail at 103<sup>rd</sup> and Roe. The Parks Master Plan did not intend for the construction of an eight-foot trail on a highly travelled roadway, at the west edge of the city that does not connect to city facilities, only to another city's trail. The proposed trail on Nall Avenue is an 8-foot wide sidewalk, not a greenway trail.

Hugh O'Donnell, 6909 Nall Avenue, presented several reasons in opposition of the relocation of the trail from Roe Avenue to Nall Avenue including the following:

- A trail on Nall does not connect with anticipated destinations identified by the Parks Master Plan. A trail on Roe connects to 27 of the 32 destinations.
- 75% of the western boundary of the city is along Nall, Roe is much more centrally located.
- There are no services or stops on Nall Avenue - no restrooms, drinking fountains, etc.
- Nall is a much less pleasing stretch of road than Roe Avenue with its gentle turns and large tree canopy.
- The majority of the sidewalks on Nall are within 4 feet of the roadway; whereas, much of Roe has sidewalks setback 15 or more feet from the road providing a safer and more aesthetically pleasing path.

Mr. O'Donnell stated he strongly believes a six-foot path is wide enough to sustain the traffic any such path would carry without being creating a major disturbance to existing surroundings.

Susan Hubbard, 4301 Somerset Drive, shared her experiences with the recent construction of an eight-foot trail along Somerset in their front yard. She noted the lack of notice provided to the residents and their lack of input in the decision process. Now that the trail has been constructed, she has seen teenagers drive their cars on it and public works vehicles park their trucks on the trail while working in the area. Mrs. Hubbard also noted that they were advised that they were responsible for the removal of snow from the trail. She believes that because this section connects Franklin Park with Corinth and is part of the county master trail system, the City should take care of snow removal and other maintenance on the trail.

Carol Jensen, 7839 Nall Avenue, noted she canvassed 58 homes on Sunday getting signatures from resident against the proposed relocation of the trail from Roe Avenue to Nall. This relocation would require the removal of mature trees and place the trail within 16 feet of some of the homes along Nall. She expressed safety concerns with the high volume of traffic along Nall, noting that most residents currently do not allow their children to bike on the existing sidewalk. She encouraged the City to place trails where they could be safely used and would not negatively impact homeowner's property values.

Sam Fotopoulos, 5501 West 82<sup>nd</sup> Street, concurred with the previous comments noting they never let their children ride bikes along Nall because of safety concerns with the high volume of fast traffic. He also noted that Nall does not connect with any of the amenities of the City and would not be an aesthetically pleasing trail as it is a straight path of concrete from 82<sup>nd</sup> south. He feels the trail needs to remain on Roe to provide the connectivity desired by the Parks Master Plan and be centrally located within the City. In his opinion, a trail on Nall would not be used.

Jennifer Byer, 8308 Juniper Lane, noted she lives between the Roe and Nall and expressed support for relocating the trail to Nall to enable it to connect to other established trails. She stressed the discussion is not about sidewalks, but true trails. A trail along Nall could connect all the way to the Sprint campus. She feels a trail along Roe would be more dangerous because of the many blind curves as opposed to the straight roadway of Nall Avenue.

Angie Fotopoulos, 5501 West 82<sup>nd</sup> Street, noted the numerous reasons given for the original placement of the trail along Roe which is central to the City and connects with numerous city destinations including parks, shopping areas and schools. She urged the Commission to revisit Mr. Lindeblad's earlier question and what are the benefits of moving the trail location. Mrs. Fotopoulos noted that this is the city's trail system to serve the citizens of Prairie Village and not merely a trail to connect with neighboring cities trails. She added that the City of Overland Park, although expressing interest, has not committed to the continuation of the trail and noted they will be receiving opposition from their residents along Nall.

Michael Shook, 5501 West 81<sup>st</sup> Street, expressed opposition to the relocation of the trail to Nall, noting that many residents along Nall already have limited front yards and the placement of an eight-foot trail in the right-of-way in front of their homes would be devastating to their properties. He restated Mrs. Fotopoulos's comments that the City of Overland Park has not committed to continuing this trail and that they will face significant opposition from its residents along Nall Avenue.

Ada Koch, 8236 Nall, spoke as an experienced bike rider noting that they often ride along Roe and Lamar. They avoid Nall simply because it is very busy with cars frequently turning on and off the street without paying any attention to bikers. She supports the trail remaining as originally proposed along Roe Avenue.

Katie Millard, 7801 Nall Avenue, spoke in opposition to the relocation of the trail noting the potential decrease in her property value and the safety issues for children on a path placed on this highly travelled roadway.

Laurie Davidson, 6917 Nall, noted the recent traffic fatality at 69<sup>th</sup> & Nall and stated that she has had cars in her yard three times because of vehicles travelling too fast. Nall is not an appropriate location for a trail.

Mark Sloop, 7805 Nall, stated he appreciated the new curbs placed along Nall by the City last year; however, they took two feet from his front yard and he is not supportive of losing another eight feet to a trail. Nall is not an appropriate location for a trail with its hectic fast paced traffic.

Joan Archer, 5500 West 82<sup>nd</sup> Terrace pointed out that she was an attorney with Lathrop & Gage, but was appearing on her own behalf, noted her concerns with being rear-ended by vehicles as she waits to turn off Nall onto 82<sup>nd</sup> Terrace. She noted that several times she has found tire tracks in her yard at the corner of 82<sup>nd</sup> and Nall. Although comments have been made that there are no plans for the construction of this trail in the near future, she noted the approval of the plan plants the seed for future trails and it is difficult to backtrack once approved. She encouraged the Commission to not solely look at this from the big picture view, but something that should be considered as if it is occurring. Ms Archer noted as an attorney she has concerns with the city's liability for potential injury on this city trail, especially if the Nall location is selected and encouraged the City to reinvestigate its potential liability.

Patricia Uhlmann, 8221 Nall Avenue, stated the existing sidewalks along Nall are sufficient to provide walking access. She noted seldom does she see children on bikes due to the traffic along Nall. She also contacted Councilwoman Sharp who stated she is also opposed to moving the trail to Nall. She noted Nall does not connect to parks, schools or shopping areas as was the intent of the trail system and as the original location along Roe provides. She feels that Nall is unsuited for a multi-purpose 8 foot trail because of its mature irreplaceable trees, historic stone walls, power and telephone lines with driveways already located near the street. Ms Uhlmann added that no surveys of right-of-way have been conducted, no environmental study on the impact of

additional concrete and stormwater runoff, based on the traffic counts provided by Mr. McNabb, traffic is 20% higher along Nall and it does not provide the desired connectivity. Ms. Uhlmann noted they have collected over 100 signatures opposing the location of the trail on Nall and could add hundreds more.

Scott Satterfield, 4708 West 79<sup>th</sup> Street, expressed his appreciation to the Commission for listening to their concerns and urged the Commission to acknowledge its responsibility to the residents of Prairie Village, not to the city of Mission, and not spend additional money relocating a trail that has been well planned and meets its desired purpose. With the current economy, the City needs to consider the costs for the trail.

With no one else wishing to address the Commission, Chairman Ken Vaughn thanked the residents for their comments and closed the public hearing at 8:30 p.m.

Mr. Vaughn asked if staff had any additional comments.

Ron Williamson concurred with the comments that the issue has been discussed by the City of Overland Park, but no decision has been made.

Dennis Enslinger stated the Parks Master Plan is a guide and decisions such as width and location are flexible. He noted there are areas along the trail that cannot accommodate an 8-foot trail. Although the national standard for trails is 10 feet in width with sidewalks having a minimum width of five feet, adjustments can be made.

Nancy Vennard confirmed right-of-way goes from the inside of the sidewalk to the street. Dennis Enslinger responded that typically city sidewalks and trails have been constructed within city right-of-way.

Mrs. Vennard confirmed the city would not be taking resident's property and that any construction is several years out coordinating with street construction along the trail. No money has been spent for planning or design at this time.

Nancy Wallerstein stated the Prairie Village Master Park Plan is not part of the Johnson County Trail System. In response to comments made by the public, she noted the city does not have any say in the operation or closing of schools in the Shawnee Mission School District.

Marlene Nagel asked if there were plans for reducing Nall to three lanes south of Shawnee Mission Parkway by the City. Bruce McNabb responded the city does not have any plans for reducing Nall to three lanes. Dennis Enslinger added there was preliminary analysis done in conjunction with discussion of the trail plan from 63<sup>rd</sup> Street to 75<sup>th</sup> Street.

Ken Vaughn stated his major concern is that Nall does not provide the connectivity; however, he is not necessarily in favor of 8-foot trails on Roe. There are many things that need to be considered.

Bob Lindeblad noted the proposed relocation of the trail from Roe to Nall does not meet the purposes stated in the Parks Master Plan for the trail system. He has not seen anything to make him believe that Nall is a preferable location to Roe.

Bob Lindeblad moved the Planning Commission recommend the Governing Body not adopt any changes to the Master Trail Plan contained in the Park and Recreation Master Plan in Village Vision. The motion was seconded by Randy Kronblad.

Mr. Lindeblad stated the City has a Parks Master Plan created through an extensive process including resident input that provides a general guide. He noted the big picture looks great; however, he does not feel the implementation of an 8-foot trail will fit. He would like to see the city maintain higher quality standards on its sidewalks. He feels the City is kidding itself to think it will be able to place 8-foot trails along many of these areas.

Randy Kronblad expressed his appreciation to the residents for their input. He concurs with Mr. Lindeblad. He has an issue with the safety of locating a trail along Nall. It is not a good location. He stated that trails can be a benefit to the entire city and encouraged residents not to simply oppose them in front of their homes. The trails will be located entirely within city right-of-way and will not be taking property from any resident. His vote is made solely on the safety issues along Nall.

Marlene Nagel supported the motion; however, she encouraged the city to work toward a bike plan and on-road bike lanes. The effect of these lanes often reduces the speed of vehicular traffic on the street. She feels a quality sidewalk system is preferable to destroying the character of established neighborhoods with historic walls and mature trees. There needs to be an evaluation of where 8-foot trails makes sense and are necessary. This requires further study.

Nancy Vennard noted that she was on the City Council when sidewalks were proposed along Mission Road. The City has come a long way to providing connectivity, but fears it may be going overboard in the construction of 8-foot trails in established residential areas. She supports the original location of the trail along Roe as it provides connectivity to neighborhoods, parks, schools and shopping.

Nancy Wallerstein noted she was also involved in getting sidewalks along Mission Road and strongly supports a walkable city. However, she encouraged the City to act on the questions raised regarding maintenance and liability for the trail. As a part of the City's Parks Master Plan she feels the trails should be cleared and maintained by the City. Bruce McNabb stated the city has interpreted the trails the same as sidewalks which by code are the responsibility of the property owner. There is no direct policy on maintenance of trails. Mrs. Wallerstein feels council needs to address the issue of maintenance as part of a City Parks plan.

Dirk Schafer expressed appreciation for the involvement of the residents and agrees that the city's plans should not be dictated by a neighboring city's activity; however, he feels the city may be missing an opportunity to tie into a larger trail system with

establishing the connectors from the Roe location back to Nall and if Overland Park extends its system to allow for connection there as well.

Ken Vaughn feels that sidewalks provide a huge benefit to Prairie Village. He noted it has often been difficult to add sidewalks over the years. This is an opportunity for the City to expand its connectivity. He noted the Commission's action is only a recommendation to the Governing Body which will make the final decision.

He again thanked the residents for their enthusiasm and involvement and encouraged them to stay involved in their city suggesting serving on city committees to continue to make Prairie Village the best city it can be.

Chairman Ken Vaughn called for a vote on the motion to recommend no changes be made to the Master Trail Plan contained in the Park and Recreation Master Plan in Village Vision. The motion was approved by a vote of 7 to 0.

Dennis Enslinger stated this item will go before the City Council at its May 7<sup>th</sup> meeting and encouraged the public to check the city's website project pages for updates at [www.pvkansas.com](http://www.pvkansas.com).

#### **NON-PUBLIC HEARINGS**

There were no Non-Public Hearing Applications to come before the Commission.

#### **OTHER BUSINESS**

Dennis Enslinger announced that Mayor Shaffer will be making an appointment to the Planning Commission at the next city council meeting to replace Marlene Nagel at her request. Commission members thanked Mrs. Nagel for her work on the Commission over the past several years and wished her well.

#### **Next Meeting**

The May 1st Planning Commission agenda at this time has the public hearing on the revisions to the City's Comprehensive Plan for the former Mission Valley Middle School site and a site plan approval for a residential fence.

#### **ADJOURNMENT**

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 9:00 p.m.

Ken Vaughn  
Chairman



**PLANNING COMMISSION MINUTES  
FEBRUARY 7, 2012**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 7, 2012, in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Bob Lindeblad, Dirk Schafer, Nancy Wallerstein, Marlene Nagel and Nancy Vennard.

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

**Excerpt**

**PC2012-02 Proposed Amendment to the City's Comprehensive Plan reflecting changes to the Parks Master Plan**

Ken Vaughn advised those present that City Council has requested that the Planning Commission continue to March 6th PC2012-02 until the City Council discusses the support for trails within the community at their meeting on February 21st. However, the Commission will conduct the scheduled public hearing on this application and called upon the City's Planning Consultant to present the application.

Ron Williamson noted the Parks Master Plan was prepared in 2009 and the Planning Commission incorporated it into the Prairie Village Comprehensive Plan (Village Vision) July 7, 2009. Surveys taken in conjunction with the Parks Master Plan preparation revealed that walking/jogging were the most common exercises and that 79% of residents surveyed supported the city developing a trail system. This was the #1 recommendation from the Park Master Plan.

The City has been implementing the Bike/Trail Plan as part of the Park Master Plan and has determined Nall Avenue will be the trail route rather than Roe Avenue as shown in the Park Master Plan. The City of Mission has already set a trail in place along their section of Nall. The City of Overland Park has agreed to support a trail along Nall. The proposed Nall Avenue trail will have connections at 63rd Street, Tomahawk Road, 79<sup>th</sup> Street and 91<sup>st</sup> Street. Alternate routes on 67<sup>th</sup> and 69<sup>th</sup> Streets will be extended to Nall Avenue.

The Park and Recreation Committee has reviewed the proposed change in the Bike/Trail alignment from Roe Avenue to Nall Avenue and has endorsed the change.

The text in the "Trail System Overview" in the Park and Recreation Master Plan does not require any revision because it is a general discussion of the proposed Bike/Trail Plan. However, there are several maps that will need to be changed as follows: the "Comprehensive Parks and Trails Plan", the "Trail System Plan" and the "Trail System Plan-Phasing".

Ron Williamson reviewed a revised map of the Trail System Plan showing the proposed changes and noted the other two maps would be changed accordingly if the amendment was approved. The Roe Avenue Trail is marked with an "X" and the proposed Nall Avenue Trail is shown as a dashed line along the trail. Also the extensions of 63<sup>rd</sup> Street, 67<sup>th</sup> Street, 69<sup>th</sup> Street and 79<sup>th</sup> Street from Roe Avenue to Nall Avenue are shown in a dashed line. Staff is recommending the trail on 75<sup>th</sup> Street west of Shawnee Mission East be deleted because of significant right-of-way constraints.

Prior to sending the Resolution to the City Council, Staff recommends the revised map be forwarded to the Park & Recreation Committee to allow for additional comment, if the Park and Recreation Committee has significant comments, the proposed amendment will be returned to the Planning Commission for further consideration.

Bob Lindeblad asked what notifications were of this change. Dennis Enslinger responded the notice of this hearing was published in the paper and notification placed on the City's Website. The City Council has discussed this at ten meetings and approved the relocation as part of a street project. There was no public hearing on "Trailways" specifically; only on the Parks Master Plan. Property owners on the proposed trail were not individually notified.

Nancy Wallerstein stated she served on the Parks Master Plan Committee and noted the committee had concerns with the location of the trail along Roe because of the smaller homes with smaller front yards would be greatly impacted by the placement of an eight-foot trail. The plan was to take the trail down Roe and connect with the trail at 103<sup>rd</sup> & Roe. She stated the Parks Master Plan Committee was not advised of nor discussed this change.

Ken Vaughn stated he likes trails and feels they should be placed where they belong. He is not aware of any feasibility study done of the proposed location. He noted Roe has more right-of-way than Nall as it was anticipated that Roe would become a four lane-roadway. Nall has limited right-of-way particularly between 75<sup>th</sup> and 83<sup>rd</sup> streets. He does not feel the location has been adequately studied as to the impact of the trail and cannot support the proposed change at this time.

Ron Williamson replied there was no engineering analysis done of either corridor or of what side of the street. At this point at time it is a line on a map to be studied in detail at a later time. Ken Vaughn responded he does not feel there is any need to put a line on a map until a feasibility study has been done showing that a trail can reasonably constructed at that location.

Randy Kronblad agreed with Mr. Vaughn that this is a significant change to the original location and there needs to be a study done to determine its feasibility.

Nancy Vennard noted no one has proven this is a good location and the placement of lines on a map are not appropriate without a study and the same thing applies to Roe Avenue.

Chairman Ken Vaughn opened the public hearing.

Mark McDonald, 8115 Nall, stated that only two persons received notification of this hearing although the residents of the neighborhood had asked to receive notifications of any action on the trail system. This was approved in November and they are just hearing about it. Mr. McDonald stated he is absolutely opposed to the proposed change in the Parks Master Plan that would add a bike trail along Nall and made the following comments:

- The City does not need this trail. It is an unnecessary expenditure unwanted by the homeowners in the area.
- The City should not be spending money on this in the current economic climate.
- Prairie Village does not have to be like Leawood, noting Leawood wasn't landlocked when it began constructing its trail system and was able to place them appropriately along creeks and open spaces.
- Who bears the responsibility for maintenance of these trails and liability for any accident occurring on the trail.
- With the high volume of traffic on Nall, he feels the location of a trail would create a safety hazard.
- The placement of a huge slab of asphalt running through their yards will be ugly and decrease their property values. Taking the easement and adding a trail places their homes closer to the activity on Nall and removes the long setback that has helped maintain their property values.

Elizabeth and Paul McKie, 8235 Nall, stated the placement of the trail would remove the historic 100+ year old wall along the front of their property as well as require the removal of several beautiful mature trees. This is a heavily travelled roadway as well as a truck route and is not an appropriate location for a trail. They also expressed frustration over the lack of notification that they were promised regarding trail activities.

Michael Shook, 5501 West 81<sup>st</sup> Street - corner of 81<sup>st</sup> & Nall, stated he has lived at this location for more than 30 years and has seen traffic increase to the level that it has all it can handle. He also expressed concern with the necessary removal of mature trees for the trail. If additional right-of-way for possible expansion of Roe is available, it should be used for this trail. The trail could connect from Roe to Nall at 95<sup>th</sup> Street. Mr. Shook stated that if someone's property is going to be taken or impacted, they deserve to have individual notice of the proposed actions. The lack of notice is unacceptable.

Kathryn McIntyre, 5450 West 83<sup>rd</sup> Street, expressed concern for her stone fence which has already been lowered because of the sidewalk added along Nall. She is also

concerned about the loss of trees and flowers along the front of her property. She felt construction of a trail along a truck route would be dangerous.

Kevin Koch, 8236 Nall, stated he is a cyclist and does not ride on the heavily travelled Nall but heads to Lamar. He also noted there have been a number of accidents at 83<sup>rd</sup> & Nall and the addition of a trail would make that area more problematic.

With no one else to address the Commission, the public hearing was closed at 7:50 p.m.

Dennis Enslinger stated the City Council would be having a general discussion on trails at its meeting on Tuesday, February 21<sup>st</sup>.

Nancy Wallerstein asked that the residents be given a sign-in sheet for them to give e-mail addresses so they can receive more information on that and future meetings.

Mark McDonald asked if the City was required to implement a trail system. Mr. Enslinger responded it was not. Mr. McDonald added is the trail along Tomahawk Creek is indicative of the trail system, he would rather they not.

Bob Lindeblad moved the Planning Commission continue PC2012-02 to their March 6, 2012 meeting. The motion was seconded by Marlene Nagel and passed unanimously.

**PLANNING COMMISSION MINUTES  
MARCH 6, 2012**

**Excerpt**

**PC2012-02 Proposed amendment to the City's Comprehensive Plan reflecting changes in the Parks Master Plan**

Chairman Ken Vaughn noted the public hearing for this application was held at the February 7, 2012 Planning Commission meeting without discussion by the Commission pending action by the Governing Body on February 20, 2012.

Dennis Enslinger reported that at the City Council meeting on February 20<sup>th</sup>, the Council directed staff to send notification to the property owners along both the existing and the proposed trail locations. In order for the 660+ residents to receive this notice in a timely manner, it has been recommended the Commission continue this application.

He also noted the next item on the agenda is the authorization of a public hearing for a Comprehensive Plan Amendment for the Mission Valley Middle School property. If both hearings are held at the same meeting, the meeting location will need to be moved to accommodate the anticipated public in attendance.

Bob Lindeblad moved to table consideration of PC2012-02 to the end of the agenda. The motion was seconded by Marlene Nagel and passed unanimously:

**PC2012-02 Proposed amendment to the City's Comprehensive Plan reflecting changes in the Parks Master Plan**

Bob Lindeblad moved to remove item PC2012-02 from the table and to continue PC2012-02 to the April 3, 2012 meeting of the Planning Commission. The motion was seconded by Marlene Nagel and passed unanimously.

**RESOLUTION NO. PC 2012-01**

**A RESOLUTION AMENDING THE VILLAGE VISION STRATEGIC INVESTMENT PLAN, 2007 IDENTIFIED THEREIN, AS THE COMPREHENSIVE PLAN FOR THE CITY OF PRAIRIE VILLAGE KANSAS.**

**WHEREAS**, the City of Prairie Village has a duly constituted Planning Commission as required by law; and

**WHEREAS**, the Village Vision Strategic Investment Plan 2007 was adopted by the Planning Commission on May 1, 2007, and by the Governing Body as the Prairie Village Comprehensive Plan on May 21, 2007; and

**WHEREAS**, the Planning Commission is authorized to adopt, review and amend the Comprehensive Plan of the City, all as authorized by Sections 16-104 and 16-105 of the Prairie Village Municipal Code; and

**WHEREAS**, the Planning Commission is also authorized by the City ordinance to review the Comprehensive Plan of the City on an annual basis and to report to the Governing Body by making suggestions for any amendments, extensions or additions to said plan; and

**WHEREAS**, Indigo Design, Inc. has prepared the Prairie Village Parks and Recreation Master Plan 2009 including all maps and exhibits identified therein which was incorporated into Village Vision by the Governing Body July 20, 2009; and

**WHEREAS**, proper notice was published in the official City newspaper once at least twenty (20) days prior to the public hearing to notify the public that the Planning Commission was proposing to amend the Trail System Plan; and

**WHEREAS**, the public hearing was held on April 3, 2012 and a quorum of the Planning Commission was present to constitute a meeting; and

**WHEREAS**, the Chairman of the Planning Commission called the meeting to order and declared the public hearing open; and

**WHEREAS**, the proposed amendment to Prairie Village Parks and Recreation Master Plan 2009 of Village Vision and all maps and exhibits identified therein were discussed; and

**WHEREAS**, it was moved and seconded that the proposed amendment to the Trail System Plan in Prairie Village Parks and Recreation Master Plan of Village Vision changing the alignment from Roe Avenue (including the deletion of the segment on 75<sup>th</sup> Street west of Shawnee Mission East) to Nall Avenue and connecting the 63<sup>rd</sup>, 67<sup>th</sup>, 69<sup>th</sup>, and 79<sup>th</sup> Street links to Nall Avenue be adopted as an amendment to Village Vision; and

**WHEREAS**, the motion carried unanimously.

**NOW, THEREFORE**, be it resolved by the Planning Commission of the City of Prairie Village, Kansas, that said amendment to Prairie Village Parks and Recreation Master Plan 2009 of Village Vision Strategic Investment Plan, 2007, the Comprehensive Plan for the City of Prairie Village, Kansas is hereby adopted.

**ADOPTED**, at Prairie Village, Kansas on this 3<sup>rd</sup> day of April, 2012.

**ATTEST**

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Joyce Hagen Mundy, Secretary  
Prairie Village Planning Commission

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Kenneth J. Vaughn, Chairman  
Prairie Village Planning Commission

**To: The Prairie Village Planning Commission**

**From: Craig & Anne Patterson**

**5301 West 67<sup>th</sup> Street**

**Date: March 29, 2012**

**Subject: Bike Path**

**Anne and I wish to strongly protest the proposed bike path planned to be built on 67<sup>th</sup> street between Roe and Nall.**

**If completed as proposed, we would have an excessive incursion of concrete into an already shallow front yard. Our home was built in 1882 by John Nall when there were no paved streets and setbacks from the street were a long time into the future. As a consequence, the front line of our house is a mere 60 feet from the street. The current side walk presents a substantial block of concrete in our front living space. Adding an additional three to four feet would result in the elimination of already precious green space in our front yard.**

**I have lived in the house since November of 1959. In the intervening 53 years, my wife of 44 years and I have seen a continual erosion of green space in the immediate territory around our yard. To our west, the adjacent Nall Avenue Baptist Church lot went from grass yard with a beautiful stand of walnut trees to a gravel lot with trees, to a treeless lot with some asphalt to a completely asphalt covered space with a tiny bit of green space. Most of these changes were protested by us and the neighbors with notable lack of assistance or support from the city. This has resulted in a very large area of asphalt and buildings with quite a notable lack of green space. Not what one would think of as a Prairie Village neighborhood. Adding MORE concrete is unthinkable.**

**In 1993 our house burned down to a shell. We invested the time and resources to rebuild a city landmark with the option being to take the insurance proceeds and bulldoze the remnants. What stands now received architectural recognition from the Historic Kansas City Foundation, the Kansas Preservation Alliance and The National Trust for Historic Preservation. The addition of a four foot wide slab of concrete to the front yard of this residence will add an eyesore to the work which has been done to preserve the Prairie Village past.**

**We are strongly opposed to this plan and we will pursue legal options if the plan for the path in front of our house is approved.**

**Respectfully,**

**Craig W and Anne N Patterson**

March 28, 2012

Prairie Village Planning Commission,

It does not make sense to move the bike/pedestrian trail from Roe Avenue to Nall Avenue.

I understood that the idea was to "link" the parks, schools and shopping area. Are you thinking that bikes and pedestrians will use it to shop at 95<sup>th</sup> St and Nall?

What parent would want their child riding a bike on Nall?

It is a very busy street with lots of trucks, cars, delivery trucks, construction vehicles, buses flying down the street.

The speed limit is 35 mph.

You need to stick to the original plan.

Keep the TRAIL ON ROE!



Shawn Kyndesen

5401 W 84<sup>th</sup> St

Prairie Village KS 66207



March 28, 2012

Prairie Village Planning Commission,

It does not make sense to move the bike/pedestrian trail from Roe Avenue to Nall Avenue.

I understood that the idea was to "link" the parks, schools and shopping area. Are you thinking that bikes and pedestrians will use it to shop at 95<sup>th</sup> St and Nall? What parent would want their child riding a bike on Nall?

It is a very busy street with lots of trucks, cars, delivery trucks, construction vehicles, buses flying down the street.

The speed limit is 35 mph.

You need to stick to the original plan.

Keep the TRAIL ON ROE!



Tim Kyndesen

5401 W 84<sup>th</sup> St

Prairie Village KS 66207

## Dennis Enslinger

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**From:** Allan.Beshore@dot.gov  
**Sent:** Monday, March 26, 2012 10:22 AM  
**To:** Dennis Enslinger  
**Subject:** Trail Plan

I won't be able attend the public meeting on Tuesday, but I do have a comment. Since I live along Roe, I'm not sure if the trail would be a good thing or not for my property value.

My comment is a financial one. I'm not sure why the City would spend the extra money to construct four crossovers from Roe to Nall to switch over to the new plan with the trail along Nall. One crossover along 63<sup>rd</sup> Street would suffice to connect the Mission segment to the system along Roe Ave as was originally proposed. In addition, the modified route along Nall bypasses Franklin and Porter parks and is less convenient to Harmon and the other facilities near City Hall.

Regardless of the impact to my own property, I would encourage the City to pursue the least costly alternative and stick with the original plan along Roe Ave.

Thanks,

Allan Beshore  
8221 Roe Ave  
913-383-1220

## Dennis Enslinger

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**From:** Steve Jackman [rugby2jack@yahoo.com]  
**Sent:** Tuesday, March 20, 2012 2:01 PM  
**To:** Dennis Enslinger  
**Subject:** Comment on Master Trail Plan Amendments

Dennis Enslinger

Dear Sir,

I'd like to express my support for the Master Trail Plan Amendments. Reviewing the proposed changes, I believe that moving the proposed Street edge trails/sidewalks to Nall is very logical. Nall has more space to accommodate them. The end result provides a more useful circuit for exercise. And, Nall gets a significant amount more traffic overall, both in terms of exercise and non-motorized vehicle transportation.

Living on Nall (side of my house), I am directly impacted by this change

Sincerely,

Steve Jackman  
5501 W 70th Ter. Prairie Village, KS 66208  
913 403 1853

## Dennis Enslinger

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**From:** Sam Fotopoulos [samf.fotoscopies@att.net]  
**Sent:** Sunday, March 18, 2012 8:13 PM  
**To:** Bruce McNabb; Dennis Enslinger  
**Cc:** sfotop2@aol.com  
**Subject:** trail project

---

Dennis,

I am writing in regard to the Trail Plan.

We know the Trail Plan was approved by the Prairie Village City Planning Commission to be implemented for Roe Avenue, but now the Commission wants to change the already approved Trail Plan from Roe to Nall Avenue. I am concerned and opposed to this plan.

First a little background as a life-long PV resident since 1961.

My parents built the house on the corner of 83rd and Roe in 1961 when there were very few surrounding homes. My mom still lives there.

My family has lived on the corner of 82nd Street and Nall since 1987.

Whether the trail is on Roe or Nall my family will be impacted.

I understand that several residents of Prairie Village were randomly contacted to participate and fill out a survey regarding if they would like Trails in PV. My wife attended a city council meeting back in February and was told by the council that the survey didn't give any specific details as to where the trails would be placed, what residents and neighborhoods would be effected by the trails, what "type of trails" the survey was referring to, and what the trails

would look like. She was told that no specifics for the trails were given on the survey.

Therefore, I'm puzzled as to how the city planning commission and city council would move forward to implement a Trail Plan based on the feedback of a random survey which didn't go out to all PV residents and didn't explain to those residents participating in the survey any specific details about the trails. I would guess that most residents would say 'yes' if left to imagine that the type of trails the survey was referring, were trails going over the river and trough the woods to Grandmother's house. If the survey asked if residents wanted 8 foot concrete sidewalks called "Trails" the response may be different.

How an 8 foot concrete pathway would fit here and look pleasing would be a challenge to say the least. Bikers use the street, not sidewalk, and kids avoid Nall because it is so busy with cars and trucks speeding by.

Going in and out of our driveway is difficult with the current traffic and existing sidewalk. To add additional

sidewalk would be dangerous to all involved as well as a cosmetic eyesore.

Please feel free to come visit the area near my home.

Regards,

Sam Fotopoulos  
President  
Foto's Office Systems  
816-421-6482  
samf@fotoscopies.com



## Dennis Enslinger

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**From:** jquick8209@aol.com  
**Sent:** Sunday, March 18, 2012 6:35 PM  
**To:** Dennis Enslinger  
**Subject:** Master Trail Plan Proposed Amendment

Dennis:

I recently received the info re proposal to move trail from Roe Avenue west to Nall Avenue. Honestly, this makes no sense to me whatsoever.

Can you please provide the rationale behind this proposed change to the current master plan.

Regards,  
John Quick  
8209 Roe Avenue  
Prairie Village, KS 66208  
Phone: 913-341-3669

March 5, 2012

Dear Commissioners,

On February 21, the Prairie Village City Council reaffirmed its commitment to the existing Village Vision and Park Master Plan. As you know, a lot of time and effort went into the design, formation and passing of the Park Master Plan. We hope you will agree that a significant change like the proposal to re-route the bike trail from Roe to Nall requires much more thought and study and drastically alters the already-approved plan.

We urge you not to approve such a significant change without acquiring and sharing more information with the residents along Nall Avenue, who would be the most impacted by this change.

So far, we know only that someone in the city decided it would be better to change to Nall based on what the city of Mission has done. We don't know which side of the street this is proposed for. We don't know how close to the street, or how far into yards or "easement" the trail would come. We don't know how many trees would have to be cut down or how many fences and walls would be removed. We also don't know how much the trail will cost. Would the move to Nall, along with the additional spurs cost more money? Will the city have to purchase land from homeowners or declare eminent domain? In some sections of Nall, it doesn't appear that the city even has the eight feet necessary for a trail in the existing easement.

The city has asked residents if they support trails in Prairie Village. That's like asking someone if they'd like to have a Ferrari. Sure. But what's the cost? What are the conditions, the details? If you ask residents along Tomahawk if they support a trail along the creek, most would say sure. But if you ask them if they support a trail with a chain link fence, you're going to get a much different answer.

We see no reason to let the actions of another municipality completely alter our plan. We also see no reason Prairie Village can't hook up to the Mission trail at 67th and Nall, take the trail up 67th Street, and continue with the original route along Roe Avenue. Nall Avenue does not make sense for a community bike trail. On Roe, the trail would link several city parks as well as join up with the Overland Park trail at 103rd and Roe. Two of the Prairie Village parks situated along Roe, Porter and Franklin, in turn, link up to the city's shopping districts. This makes much more sense as a trail route. Along Nall, there are no parks and no shops. It's simply not a destination.

Please vote no on this proposal and stick to Village Vision as already designed and approved.

Sincerely,  
Mark and Debby McDonald

8115 Nall Ave  
Prairie Village, KS 66208  
913-381-8667

## Joyce Hagen Mundy

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**From:** Dennis Enslinger  
**Sent:** Friday, March 30, 2012 10:01 AM  
**To:** Joyce Hagen Mundy  
**Subject:** Fwd: Trail Plan Protest

Not sure if this is the same.

----- Original Message -----

**Subject:** Trail Plan Protest  
**From:** M Sloop <[msloop@everestkc.net](mailto:msloop@everestkc.net)>  
**To:** [denslinger@pvkansas.com](mailto:denslinger@pvkansas.com)  
**CC:**

Dennis,

I strongly oppose the proposed possible amendments to the TRAIL SYSTEM PLAN, especially in the matter of removing Roe Avenue from the segment and adding Nall Avenue. You stated the trail segments are typically constructed as part of a major street project. Well, Nall was under construction since last year and was just recently completed from 75th St to 79th St. I believe the city used up their easement on this street widening project. Any attempt to take more land from the homeowners along this stretch of Nall will greatly effect property values. I would not have bought the home on Nall had I known at the time that Prairie Village was contemplating such a plan. The city should stick to the original plan with Roe Ave. After all, Roe is much more suitable since the houses have a deeper set-back from the street than does Nall.

I would appreciate a reoly.

Sincerely,

Mark E. Sloop  
Property Owner of 7805 Nall Ave



March 29, 2012

Mr. Dennis Enslinger  
Assistant City Administrator  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, Kansas 66208

sent via fax to: 913-381-7755

**Re: Protest of the Proposed Trail System Plan Revisions**

Mr. Enslinger,

I strongly oppose the proposed possible amendments to the TRAIL SYSTEM PLAN, especially in the matter of removing Roe Avenue from the segment and adding Nall Avenue. You stated the trail segments are typically constructed as part of a major street project. Well, Nall was under construction since last year and was just recently completed from 75th St to 79th St. I believe the city used up their easement on this street widening project – Any attempt to take more land from the homeowners along this stretch of Nall will greatly affect property values. I would not have bought the home on Nall had I known at the time that Prairie Village was contemplating such a plan.

The city should stick to the original plan with Roe Ave. After all, Roe is much more suitable since the houses have a deeper set-back from the street than does Nall.

I would appreciate a reply.

Sincerely,



Mark E. Sloop  
Property owner of 7805 Nall Ave

Cc: File

## Planning Commission Members:

I am writing to appeal to the commission to reconsider construction of 8' wide trails along major roads in Prairie Village. My husband Jim and I have lived for 35 years in Town & Country at 4301 Somerset Drive, on the southwest corner of Delmar & Somerset. A year ago the City constructed an 8' wide trail through our front yard and two other residents' properties on Somerset. From the time we received a letter "inviting" us to see the plans to the actual construction was only 3 weeks! Jim and I wrote the mayor, city council, and the Director of Public Works to ask if we had any input or recourse. We were told it was a "done deal" and nothing could be done to stop it. We were willing to compromise and asked the City to revise its plans to provide a 5' wide trail. The City ignored our request. That trail and a sidewalk across the street would have adequately handled the foot and bike traffic between the park and Corinth. The "one size fits all" concept does not apply in this case! The wider paths should be constructed around parks or greenways and if necessary, 5' wide paths along residents' yards. The 2008 survey, which did not include the residents impacted by this project, indicated that a majority of property owners responding preferred to see off-street trail in greenways, not thoroughfares such as Somerset. We feel the City chose this short section of Somerset as a precedent to see how we would react and they gave us no time to respond. We realize that the City had a right of way on our street and could do whatever they wanted, but how the City handled this was unconscionable and disrespectful of their citizens.

Now that the 8' wide trail is in, I can tell you that I've seen teenagers drive their cars in one neighbor's driveway, down our trail, and out another driveway. Besides affecting our property values and our privacy, we have skateboard noise, more animal waste in our yard, and people stopping on the Town & Country wall on our corner to rest. Furthermore, I have on two occasions seen PV maintenance trucks' park on the trail to do inspection or work instead of parking on the street! Cyclists refuse to use the trail because of having to maneuver around walkers/skateboarders. Also, the Director of Public Works indicated that property owners would be responsible for snow removal and other related liability on this wide trail. Because this section connects Franklin Park with Corinth and is part of the county master trail system, the City should take care of snow removal and any other maintenance.

We are extremely disappointed in our City and the secretive manner in which they handled this. From your mistake with us, you at least realized you needed to inform Roe and Nall residents in a timely manner of possible trails along their streets. I hope you will receive their concerns with more openness and courtesy than you did for us and revise your Master Trail Plan or leave Nall and Roe alone, thus saving the taxpayers millions of dollars.

Susan Hubbard

April 3, 2012

Prairie Village Planning Commission:

I wish to express my displeasure of hearing that the City has determined the Bike/Trail Plan part of the Park Master Plan should be moved to Nall Avenue rather than Roe Avenue.

I object to the change of the trail location for the following reasons:

1. The Master Plan Summary states on page 3 that, "It is important to note that the proposed trail system connects directly to or within one block of 27 of the 32 anticipated destinations." This will no longer be true.

By moving the trail to Nall Avenue; McCrum, Porter, and Franklin parks will no longer be on the trail. Likewise, Santa Fe Trail and Austin Harmon parks will no longer be one and two blocks off the trail. You are moving five parks off the trail and only Bennett Park will be slightly closer to the trail.

You are also moving the trail further away from the two main shopping districts of Prairie Village. The Prairie Village and Corinth Shops will go from 0.25 miles from the trail to 0.75 miles away.

2. Roe Avenue is much more centrally located to the city than Nall Avenue. In fact, 75% of the western boundary of Prairie Village is Nall Avenue. Why would you put a trail on the outside boundary of the city?
3. There are no services or stops on Nall Avenue. There are no public restrooms - no drinking fountains - no safe places to pull over and rest. It is a trail to nowhere; and thus will not be used as much as a trail on Roe Avenue.
4. Nall Avenue is a much less pleasing stretch of road than Roe Avenue. Nall Avenue is as straight as an arrow where Roe Avenue has gentle turns that will be pleasing on a trail. Likewise, most of Roe Avenue has a tree canopy where large stretches of Nall Avenue have none.
5. The majority of sidewalks on Nall Avenue are within 4 feet of the road. Whereas much of Roe Avenue has the sidewalks 15 feet or more from the road. This is not only safer for the traffic that is on sidewalk/path; but is also more aesthetically pleasing.
6. A trail on Nall Avenue will be much more physically demanding to ride / walk than a trail on Roe Avenue. From 63<sup>rd</sup> Street to 91<sup>st</sup> Street, Nall Avenue has 571 feet of elevation changes; where Roe Avenue has 419 feet of elevation changes – that is a 36% increase in elevation changes. [Source: Garmin GPS Elevation measuring peaks and valleys]
7. I understand that Mission and Overland Park are willing to connect to the trail on Nall Avenue; but the original trail plans already have the trail making its way over to 91<sup>st</sup> and Nall Avenue. As for Mission, wouldn't it be better to have the trail hook up on Roe Avenue where you pass a brand new elementary school and (should it ever come to fruition) the Gateway Project?
8. Nall Avenue is already 4 lanes wide from 67<sup>th</sup> Street to 75<sup>th</sup> Street. This has caused several houses on the east side to be within 15 feet of the road. Are you really going to put an 8 foot trail in that 15 feet of yard?

My final point pertains to wherever the path ends up. I strongly believe a 6 foot path through homeowners' yards is wide enough to sustain the traffic any such path would carry - without being too much of a disturbance to the existing surroundings.

I'm actually in favor of a bike and recreation trail. And, I look forward to using it extensively if it is on Roe. While a trail on Nall Avenue would be much more convenient to my home – I would not use it due to the lack of services and destinations; as well as the aesthetically unappealing nature of Nall Avenue.

I know it is a hard job looking forward and trying to make changes for the betterment of our community. Many times you probably have to take the "if you build it, they will come" mentality. However, I believe a trail on Nall Avenue would not be used near as much as a trail on Roe Avenue. Thus, it would be a waste of taxpayers' money and would not meet the original intent of the Parks Master Plan.

For these reasons, I hope you will vote to follow the original bike/trail plan and keep the path on Roe Avenue instead of moving it to Nall Avenue.

Thank you for your time and service to our community!

Hugh O'Donnell

## Joel Joyce

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**From:** Tricia Beaham <TBeaham@Faultless.com>  
**Sent:** Tuesday, April 03, 2012 10:44 AM  
**To:** Joel Joyce  
**Subject:** RE: Running Trails, out of the blue inquiry from Joel Joyce to SME coach

Hello Joel-

It's nice to hear from you. This sounds like a wonderful plan. I am only sorry that I haven't heard about it until now. Is there anything that you need from me in-order to make this better supported by the running community? How are most people in the community feeling about the idea? We would use the path (considering a team of our size- 300 plus), and it would certainly provide a safer avenue for runners & walkers alike.

Take care,

Tricia

---

**From:** Joel Joyce [<mailto:joel@joyce-painting.com>]  
**Sent:** Monday, March 26, 2012 10:09 AM  
**To:** Tricia Beaham  
**Subject:** Running Trails, out of the blue inquiry from Joel Joyce to SME coach

Tricia,

Blast from the past, Joel Joyce. How are you?

My student council efforts from back in the day @ IHJH & SME are making a comeback on a local PV issue, the PV Trails that are part of the 2009 Parks Master Plan. The City is currently trying to move the trail route that they approved in 2009 from Roe over to Nall to connect Mission & OP.

I'm not sure if this would be of any interest to you to give an opinion on, but to me the planned & adopted trail on Roe is more central to more Prairie Village residences, connects Franklin to Porter Park, and would be of greater use to SME cross country & SME track distance runners.

Your take on a major north/south trail location based on your lifelong passion for running combined with being a lifelong Lancer would be significant.

I would appreciate your thoughts.

Joel Joyce

8000 Fontana Street

Prairie Village, KS 66208

Cell: 816.985.5601

March 27, 2012

Prairie Village Planning Commission  
Kenneth Vaughn, Chairman  
City of Prairie Village  
Prairie Village, KS 66208

Dear Mr. Vaughn and Planning Commission Members,

We are very opposed to the proposed changes to the Master Plan Trail System. for the following reasons. Please do not change the original plan.

Our home is at the S. W. corner of 63rd and Hodges Dr. where 63rd is downhill to Ash St. The mature pin oaks that line the S. side, all the way down, would have to be cut down at great expense.

With no trees and 8' of a concrete bike trail, the extra run-off from heavy rains/snow will clog the sewer at the bottom of the hill.

Small children in their yard and anyone doing yard work near this trail would be in danger from a bicyclist zooming down this hill.

Our driveway/garage is on 63rd and has a steep grade. An additional 4' encroachment from the sidewalk will make our driveway impossible and unusable.

Traffic is very heavy on 63rd; a straight drive all the way to Swope Park.

Thanking you for your time and hope you will keep 63rd off the Plan.

Sincerely,

Mary Lou and Gordon Reintjes

*Mary Lou and Gordon Reintjes*  
6300 Hodges Dr  
Prairie Village, KS 66208  
913.831.3230

Thank 31, 2012

To  
Planning Commission —

Having lived at 8916 Hall, O.P.  
for 35 years, I am very  
opposed to the Prairie Village  
bike trail taking 8 feet of my  
right of way — Take the 8 ft from  
Prairie Village across Hall — No  
homes even face Hall along here —  
It would be over the P.V. home  
owner wouldn't have to mow — and  
it would be on Prairie Village  
land.

Keep the Bike Trail on Roe as  
planned !! Mr. Mark Hillith

## Dennis Enslinger

---

**From:** Frederick, Lori [LFrederick@CBIZ.com]  
**Sent:** Friday, March 30, 2012 3:37 PM  
**To:** Dennis Enslinger  
**Cc:** 'tfred74@aol.com'  
**Subject:** Proposed Master Trail Plan Changes

Dear Mr. Enslinger,

As a homeowner whose property backs up to Nall Avenue, please accept this communication as my protest of the change of location for the trail. Below are the reasons for my objection to the proposed modification of the trail:

1. Nall Avenue (on the Prairie Village side) has been widened to 2 lanes at the back of my property. I have already given up approximately 10-12 feet of property when the road was widened, as have my neighbors.
2. The utility poles and mature trees are within 4 to 5 feet of the curb on Nall. The cost of moving the utility poles to widen the sidewalk would be exorbitant. The cost in green space by removing all the trees and bushes along Nall would be great.
3. Nall Avenue is an extremely busy street. Large trucks constantly speed down the street at all hours of day and night. Four vehicles have crossed over the Overland Park side of Nall into the backyards of Prairie Village residents in the past few years. Those cars all crossed over the sidewalk to reach the fenced yards they landed in – three of those cars crashed during daylight hours.
4. I drove up Roe from 95<sup>th</sup> Street to 75<sup>th</sup> Street last week. There are no utility poles that need to be removed to create the trail there. Trees appear to be at least 12 feet from the curb.
5. Roe Boulevard is single lane traffic, which brings down the traffic, plus it bans trucks.
6. Walkers and bike riders should be able to enjoy the path through the Village, not be subjected to too much traffic, noise, trash, etc. Bottles are thrown all the time onto our property from passing vehicles – those that hit the sidewalk break, those that hit the grass roll into the yard.

The only way I would see Nall as being a possibility for such a trail is if Prairie Village – like Mission - changes the street into single lane traffic rather than two lane traffic. If that were the case, I would be in favor of the trail running down Nall.

Thank you for your time, Mr. Enslinger. I look forward to hearing the Commission's reasoning on the change at the meeting on April 3<sup>rd</sup>.

Best regards,

Lori Frederick

Lori Frederick

CBIZ Benefits & Insurance Services, Inc.  
11440 Tomahawk Creek Parkway  
Leawood, KS 66211  
Direct Line: 913.234.1320  
Main Number: 913.234.1000  
Fax Number: 913.234.1107  
[lfrederick@cbiz.com](mailto:lfrederick@cbiz.com)

## Dennis Enslinger

---

**From:** Michael & Pam Pendergast [m.ppende@sbcglobal.net]  
**Sent:** Sunday, April 01, 2012 9:55 PM  
**To:** Dennis Enslinger  
**Subject:** Propsed trail plan

Mr. Dennis Enslinger,

My name is Michael Pendergast and I reside on West 69<sup>th</sup> street. You may remember that I called the other day to express my negative views on the proposed trail plan in Prairie Village. Unfortunately I will be out of town on the 3<sup>rd</sup> and will be unable to voice my concerns in person. You suggested that an e-mail would be sufficient.

Here it is. I think in an established community such as ours it would be a colossal waste. While there is room for something of this nature in newer subdivisions when advance planning can take place, in my opinion, very few will benefit and many will be inconvenienced if this project goes through in Prairie Village. It appears to me that many trees would have to be removed, lamp posts and utilities dealt with, and for many, fronts yards impacted severely. The proximity of the increased bicycle and human traffic to existing housing would be a nuisance and would have a detrimental effect on the quality of life we enjoy here in PV.

If the city wants to do something from which more residents would benefit, may I suggest burying the utilities to prevent some of the power outages we have experienced in recent years as well as to improve the appearance of the neighborhoods by getting rid of overhead lines, etc.

I hope that the above will be taken into consideration during the discussion.

Sincerely,

Michael Pendergast  
4920 W. 69<sup>th</sup> Street  
Prairie Village, KS 66208



## Joyce Hagen Mundy

---

**From:** Ada Koch [artistakoch@earthlink.net]  
**Sent:** Tuesday, April 03, 2012 8:10 AM  
**To:** Joyce Hagen Mundy  
**Subject:** note for Planning Commission re:Nall trail

Dear Ms. Mundy,  
Could I ask you to please forward this note to the Planning Commission?

My note has to do with the viability of a bike trail on Nall from the standpoint of a bike rider. Bike riders in the community can be divided into two groups; avid, experienced riders and younger or novice riders. My husband and I are in the former group as we have enjoyed riding for years and frequently train for races as we compete in several triathlons each year. An experienced rider is not going to use a bike path, but will ride with traffic to avoid stopping at every single intersection on the bike path. Thus, we avoid Nall simply because it is very busy, cars frequently turning on and off the street and not paying attention to bikers. We choose to ride on Roe or Lamar. The second, less experienced, group should also avoid Nall, even with a bike path for the same reasons. Drivers travel quickly turning on and off the road, assuming that pedestrians are slow moving and able to watch for themselves for traffic. Young, inexperienced riders would have a slow go, with many reasons for concern for their safety.

I live near the corner of Nall and 83rd Street and can attest to the fast, inattentive drivers as several times a week I hear the screech of brakes as cars coming south come over the rise to be confronted with a string of traffic stopped at the light at the corner. Sometimes the screech is all we hear, sometimes a bump, sometimes a really big crash. I would hate to have any bike riders involved with these drivers.

Thank you for your consideration.  
Regards,  
Ada Koch

## Joyce Hagen Mundy

---

**From:** Carol Jensen [cjensen7@att.net]  
**Sent:** Tuesday, April 03, 2012 6:03 AM  
**To:** Joyce Hagen Mundy  
**Subject:** Bike Trail

Good Morning Ms. Mundy,  
Would you please be so kind to share this email with the members of the Planning Commission. Thank you.

Dear Planning Commission of Prairie Village,

I am opposed to the Bike Trail being moved from Roe to Nall Avenue.

On Sunday, another Nall-living PV citizen and I visited approximately 58 homes in an effort to share knowledge about the Bike Trail that was proposed for Roe. Knowledge is important. Homeowners aren't happy. Please remember it is "we the people", and please stick to the plan that is already invested in. Nall is not in the heart of Prairie Village, and connects no parks for our children and families. Nall is faster moving traffic with trucks and sometimes it is downright scary just walking my dog.

There wasn't one single household that said they'd put their child on a bike trail on Nall. How can you consider such a change? One man said he had 6 bikes in his garage, and he wouldn't and doesn't ride on Nall now. He confirmed my thoughts with his comment, "it's simply too busy for our family and children to feel safe even if it had an 8-ft sidewalk". Please don't destroy our trees, and please don't spend the dollars installing this 8 foot sidewalk that few people would use on Nall.

Roe connects the parks and schools and offers a much safer location for our citizenry. You have an obligation to each and every citizen of PV to stick to the plan. You spent our tax payers money to develop the original plan and effort went into that development.

In my door-to-door Sunday, I saw many, many beautiful old trees that would be lost in the change you propose. We already deal with exhaust issues because of the busy street, and now you want to take away the trees that help our families balance the carbon monoxide and act as a noise barrier against all the traffic? ..... huge beautiful trees. Please, please don't do that.

Please hear our voice, our concerns, and listen to the people who reside on Nall. Please stick to the plan and keep the bike trail on Roe. The easements and the original plan are in place - **STICK TO THE ORIGINAL PLAN.**

Very truly yours,

Carolyn Jensen  
7839 Nall Ave  
Prairie Village, KS 66208

PETITION

TO: Members of the City Council  
Prairie Village, Kansas

Members of the Planning Commission  
Prairie Village, Kansas

WE THE UNDERSIGNED, residents of Prairie Village, Kansas wish to express our opposition to any change to the Prairie Village Parks and Recreation Master Plan, involving a re-routing of the City's trail plan from its present location along Roe Avenue, to a route along Nall Avenue.

As stated in the Trails System Summary of the City, "...the proposed trail system connects directly to or within one block of 27 of the 32 anticipated destinations..."

Any change in the location of the trail would diminish the usefulness of the trail, would run the trail along a street that is unsuited to that purpose; would necessitate the addition of numerous connectors along east/west streets in order to connect with the destinations located along Roe; and would raise numerous practical problems that have not been considered by the City.

For these reasons and others, we oppose any variation in the Master Plan.

RESPECTFULLY SUBMITTED,

Name: SK Kym Rosen  
Address: 5401 W 84th St  
PV 66207

Name: Roger B Bryant  
Address: 8615 NALL  
PV KS 66207

Name: [Signature]  
Address: 5440 W 85th St  
PV 66207

Name: Doreen [Signature]  
Address: 8417 Nall Ave  
PV KS 66207

Name: Carol Wright  
Address: 5440 W 85th St  
PV 66207

Name: Brenda [Signature]  
Address: 8417 Nall Ave  
PV KS 66207

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Name: SK Kym Rosen  
Address: 5401 W 84th St  
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Address: 8615 NALL  
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Name: [Signature]  
Address: 5492 W 85th St  
PV 66207

Name: [Signature]  
Address: 8417 Nall Ave  
PV KS 66207

Name: Carol Wright  
Address: 5440 W 86th St  
PV 66207

Name: Brenda Hicks  
Address: 8417 Nall Ave  
PV KS 66207

Name: Chris Colgrove  
Address: 4224 Rosewood  
Prairie Village, KS  
66207

Name: Linda Dick  
Address: 5901 W. 84th Dr  
Overland Park, KS 66207

Name: Tom Schmitt  
Address: 501 Birch  
P.O., KS 66207

Name: Anna Karnowicz  
Address: 3941 Watford Dr  
Overland Park, KS  
66207

Name: Jana Nye  
Address: 18816 Horton Dr.  
Overland Park, KS  
66207

Name: Mike Nye  
Address: 8516 Horton Dr.  
OP KS 66207

Name: Joe Felt  
Address: 7200 High Dr  
P.O. KS 66207

Name: Don Leubbrandt  
Address: 5801 Birch Lane  
Prarie Village, KS  
66207

Name: Bob Criswell  
Address: 5161 W. 43rd Trl  
P.V. KS 66207

Name: Bill Wiseman  
Address: 8833 Nall Ave  
Prarie Village, KS  
66207

Name: John ...  
Address: 5880 Nall  
Prarie Village, KS 66207

Name: Shirley ...  
Address: 3311 ...  
KS 66207

Name: Marilyn Barriard  
Address: 9009 Watford  
OP KS 66207

Name: Janet ...  
Address: 9007 Watford  
OP KS 66207

Name: Jerry ...  
Address: 820 ...  
Prarie Village, KS 66207

Name: Glen Barnhart  
Address: 6007 W. ...  
KS 66207

Name: John P. Binkley  
Address: 6617 W. 85th Ave  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Dennis J. ...  
Address: 202 W. ...  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Tim ...  
Address: 2016 W. 87th Terr  
O.P., KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Hai ...  
Address: 1819 O. ...  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: F. ...  
Address: 5401 West 84th St  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Wade ...  
Address: 5501 W. 85th  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Kathy ...  
Address: 5001 W. 85th  
Overland Park, KS 66207

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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RESPECTFULLY SUBMITTED,

Gene Patterson

Name: \_\_\_\_\_  
Address: 5301 W. 67<sup>th</sup>

Craig Patterson

Name: \_\_\_\_\_  
Address: 5301 W. 67<sup>th</sup>

Meg Shaw

Name: Meg Shaw  
Address: 913-515-2545

Anna Kozy

Name: \_\_\_\_\_  
Address: 3401 W. 85<sup>th</sup> St  
SM, KS

Marsha Kozy

Name: Marsha Kozy  
Address: 3401 W 85<sup>th</sup>  
SM KS, 66206

Bevi Freedom

Name: \_\_\_\_\_  
Address: 4901 W. 85  
N 66627

Melinda Kolchinsky

Name: Jeanette Kolchinsky  
Address: 7929 Rosewood Dr  
Prairie Village, KS 66209

Shirley J. L.  
Name: "S"  
Address: 25 Chestnut  
P.O. 66205

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

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Name: \_\_\_\_\_  
Address: \_\_\_\_\_



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RESPECTFULLY SUBMITTED,

*Rob Stanphim*  
Name: ROB STANPHIM  
Address: 7856 JUNIPER

*Mary Young*  
Name: MARY YOUNG  
Address: 5405 W 79TH ST

*Daniel Potts*  
Name: DANIEL POTTS  
Address: 5417 W 79TH ST.

*Randee Kelley*  
Name: RANDEE KELLEY  
Address: 8615 Nall  
PV 66207

*Paul J. Young*  
Name: PAUL J. YOUNG  
Address: 5405 W 79TH ST

*Michael J. Kelly*  
Name: MICHAEL J. KELLEY  
Address: 8615 Nall  
PV 66207

*Adelle Keen*  
16 Coventry Ch.  
Prairie Village, KS  
66208

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Members of the Planning Commission  
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Michael Swanson  
Name: Michael Swanson  
Address: 5414 W. 79th Terr  
PV KS 66208

Sue Anne Swanson  
Name: Sue Anne Swanson  
Address: 5414 W. 79 TERR  
PV K 66208

Brian Glenski  
Name: \_\_\_\_\_  
Address: 5415 W 79th Terr  
PV KS 66208

Shannon Schmidt  
Name: Shannon Schmidt  
Address: 5410 W 79th Terr  
PV KS 66208

SAMUEL J SCHMIDT  
Name: [Signature]  
Address: 5410 W 79th Terr  
Prairie Village, KS

Susan Hubbard  
Name: \_\_\_\_\_  
Address: 4301 Anderson Dr  
PV KS 66207

PETITION

TO: Members of the City Council  
Prairie Village, Kansas

Members of the Planning Commission  
Prairie Village, Kansas

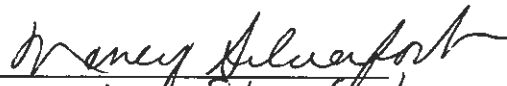
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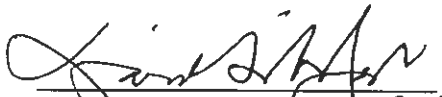
For these reasons and others, we oppose any variation in the Master Plan.


RESPECTFULLY SUBMITTED,

  
Name: Nancy Silverfork  
Address: 5219 W. 69th St.  
P. V., KS 66208

  
Name: Barbara A. Dole  
Address: 5301 W. 69th St.  
P. V. KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

  
Name: David Silverfork  
Address: 5219 W. 69th St.  
P. V. KS 66208

  
Name: Lanni Davidson  
Address: 6917 Nall  
P. V. KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

PETITION

TO: Members of the City Council  
Prairie Village, Kansas

Members of the Planning Commission  
Prairie Village, Kansas

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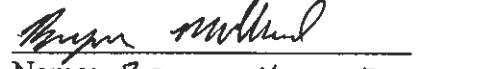
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RESPECTFULLY SUBMITTED,



Name: Joel T. Joyce  
Address: 8000 Fontana St.  
Prairie Village, KS

  
Name: JOHN JOYCE JR  
Address: 4201 DELMAR DRIVE  
PRAIRIE VILLAGE, KS  
Name: J. Fanning  
Address: 5407 W. JOHN TAV  
Prairie Village KS  
Name: LLOYD KOELKER  
Address: 4401 W. 43rd St.  
P. V. KS 66208  
Name: BRYAN MILLARD  
Address: 7801 NALL AVE  
PRAIRIE VILLAGE, KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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RESPECTFULLY SUBMITTED,

Debbi McDonald  
Name: Debbi McDonald  
Address: 8115 Nall

Richard Pierce  
Name: Richard Pierce  
Address: 7805 Nall Ave

Drue Hickey  
Name: Drue Hickey  
Address: 5113 W. 69th St

Angela Wurttemberg  
Name: Angela Wurttemberg  
Address: 7105 Nall

Jaime Schneickert  
Name: Jaime Schneickert  
Address: 8006 Nall Ave

Carolyn Jensen  
Name: Carolyn Jensen  
Address: 7839 Nall  
P.V., KS 66208

Name: Kathryn M. Jensen  
Address: 5419 W. 83 St.  
Prairie View, KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: Elizabeth M. McKee and  
Address: 8235 NALL PAUL MCKEE  
Prairie View, KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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Members of the Planning Commission  
Prairie Village, Kansas

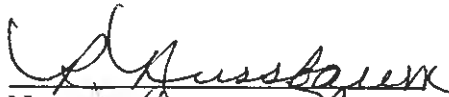
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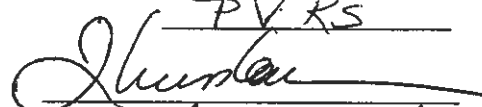
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RESPECTFULLY SUBMITTED,

  
Name: Larra Nussbaum  
Address: 5400 W 83rd Terr  
PV KS

  
Name: Larry Nussbaum  
Address: 5400 W 83rd Terr  
PV KS

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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RESPECTFULLY SUBMITTED,

R. H. Hendorf  
Name: Roseann Hendorf  
Address: 8009 Nall  
P.V., KS 66208

Jeanie Schiefelbusch  
Name: Jeanie Schiefelbusch  
Address: 5414 W. 80th Terr.  
P.V., KS 66208

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Mary Fenton  
Name: Mary Fenton  
Address: 5413 W 80th Terr  
P.V., KS 66208

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



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RESPECTFULLY SUBMITTED,

Eric and Tina  
Name: Hiebert  
Address: 7625 Nall Ave  
P.V. KS 66208

Marlene Schmitz  
Name: \_\_\_\_\_  
Address: 7629 Nall  
PV KS 66208

Name: HARRY ALEXANDER  
Address: 5417 W 76 ST  
PV KANSAS

Mark E. Stof  
Name: \_\_\_\_\_  
Address: 7805 Nall  
PV 66208

Douglas Whoe  
Name: DOUGLAS WHOE  
Address: 5417 W 76 ST  
PV. KS 66208

Taylor Sulgrove  
Name: 7739 Nall  
Address: P.V. 66208

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RESPECTFULLY SUBMITTED,

Lorraine Minor  
Name: Lorraine Minor  
Address: 5409 W 79 ST  
P.V. 66208

Ashley Hunt  
Name: ASHLEY HUNT  
Address: 5418 W 79th Street  
PV KS 66208

Lea Coultiss  
Name: Lea Coultiss  
Address: 7840 Birch  
PV KS 66208

Roger L. Beard  
Name: ROGER L. BEARD  
Address: 5401 W. 79TH  
PV. KS. 66208

FELICITY HUTCHES  
Name: FELICITY HUTCHES  
Address: 5305 W 79 ST  
PV, KS 66208

David LeFrinc  
Name: David LeFrinc  
Address: 5301 W 79th St  
PV, KS 66208

S Name: Danielle Antes  
Address: 5305 W. 79th St  
P.V. KS 66208

Name: Henry S. Aiman  
Address: 5400 W 79th St  
PV KS 66208

S ✓ Name: James Carter  
Address: 5209 W. 79th St.  
P.V. KS 66208

Connie Rudolph  
Name: Connie Rudolph  
Address: 7901 Rosewood Dr  
Prairie Village KS 66208

Name: BRITANY CARTER  
Address: 5209 W. 79th St  
P.V. KS 66208

Michelle Bladl  
Name: Michelle Bladl  
Address: 4900 W. 79th  
P.V. KS 66208

✓ S Name: Karl Woods  
Address: 5205 W 79th  
PV KS 66208

FB Bladl  
Name: FB Bladl  
Address: 4900 W. 79th St  
PV KS 66208

S Name: van Caggianello  
Address: 7900 Rosewood Dr

Anthony Mason  
Name: ANTHONY MASON  
Address: 7900 W 79th Dr  
PV KS 66208

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RESPECTFULLY SUBMITTED,

Reintjes  
Name: Gordon + MaryLou  
Address: 6300 Hodges DR.  
P.V. Village KS 66208

Name: Mimi Fotopoulos  
Address: 5501 W. 82nd St.  
Prairie Village, KS. 66208

Name: Sam Fotopoulos  
Address: 5501 W. 82nd St  
P.V., KS. 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Mimi Fotopoulos  
Address: 5501 W. 82nd St  
P.V., KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: Katie Millard  
Address: 7801 Nail Ave  
Prairie Village, KS

Name: GARY VOGEL  
Address: 5415 W 72<sup>nd</sup> TER  
PRAIRIE VILLAGE KS

Name: Joe Moore  
Address: 5416 W 73<sup>rd</sup> St  
Prairie Village

Name: Sandra Davidson  
Address: 6917 Nail  
PV, KS

Name: Martha Lewis  
Address: 5409 W 62<sup>nd</sup> Ter  
PV KS 66208

Name: S. Kelly  
Address: 6935 Nail  
PV, KS 66208

Name: LJ Fanning  
Address: 5407 W 70th Terr  
PV KS 66208

Name: Frank Archer  
Address: 5500 W 82nd Ter.  
PV, KS 66208

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

## Dennis Enslinger

---

**From:** oneclipjoint@earthlink.net  
**Sent:** Tuesday, April 03, 2012 7:35 AM  
**To:** Dennis Enslinger  
**Subject:** Bike Trail

Dennis,

My name is Scott Satterfield. My family and I live at 4708 W. 79th Street in Prairie Village. I am writing you this email in regards to the Bike Trail. We think the bike trail on Roe was a good decision since it connects 2 great parks, and will complement our wonderful city. We are completely against the Proposed Changes to the Master Plan Trail System Plan! Here is why:

1. Our home is one of the small ranch style homes with a small front yard on the South side of the street on 79th Street (across the street from Kansas City Christian School). There are already sidewalks on both sides of the street. If an 8 foot bike trail ran thru our already small yard, it would look rediculous. The front yards on our side of the street are too small to add a huge trail thru them.
2. With the poor economy, we believe money could be better spent by the city. Gas prices aren't going down. Money could be spent on gasoline for city vehicles, add police officers, give raises to police officers, tree trimming, more sidewalks, etc.
3. Bicylists usually ride in the street.
4. We believe Prairie Village is a very nice and peaceful city. Having huge trails down all these extra streets would take away from the quietness and add residents from other cities passing thru neighborhoods which would add nothing more than too many people dropping trash in yards.

Thank you for taking time to read this!

Sincerely,  
Scott and Rachel Satterfield

**Jeanne Koontz**

---

**To:** Joyce Hagen Mundy  
**Subject:** RE: We support trails along Roe NOT Nall.

---

**From:** Randee Kelley [<mailto:randee.kelley@gmail.com>]  
**Sent:** Monday, April 02, 2012 9:51 AM  
**To:** Joyce Hagen Mundy  
**Subject:** We support trails along Roe NOT Nall.

**Please share our email with all members of the Prairie Village Planning Commission today:**

We have purchased a home in Prairie Village and will be residents within the month.

Funds were spent for a study of the proposed connective paths and it was decided that Roe would be the best location. For more than a dozen sound reasons *Roe is where the trail belongs*.

For those same reasons Nall would be a poor choice.

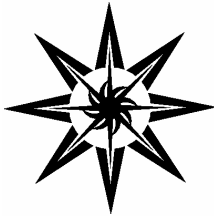
There has been no convincing argument put forth to ignore the past expense and results of the study and move the path to Nall.

**Please stick with the plan!**

Thank you,

Michael and Randee Kelley

[Randee.Kelley@gmail.com](mailto:Randee.Kelley@gmail.com)



## CITY CLERK DEPARTMENT

Council Meeting Date: May 7, 2012

**Consider amendment to Chapter 11, Article 10 entitled "Parades"**

---

### **RECOMMENDATION**

Recommend the City Council adopt Ordinance 2254 amending Chapter 11 of the Code of the City of Prairie Village, 2003, entitled "Public Offenses & Traffic" amending Article 10 entitled "Parades" by amending Sections 11-1003 entitled "Permit; Required; Exceptions" 11-1005 "Permit Issuance Standards" and 11-1006 "Permit Issuance"

### **BACKGROUND**

A recent review of the code revealed that in 2008 when changes were made to Sections 11-1105 and 11-1106 of the street race regulations those changes were inadvertently carried over to 11-1005 and 11-1006 of the parade regulations. The proposed ordinance returns the previous language to the parade regulations with the addition of paragraph L adding insurance requirements and the naming of the City as an additional insured.

### **ATTACHMENTS**

**Chapter 11, Article 10 showing deletions and additions  
Ordinance 2254**

### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: May 1, 2012



## ORDINANCE 2254

AN ORDINANCE RELATING TO PARADE PERMITS BY AMENDING SECTION 11-1003 "SAME APPLICATION; PROCEDURE; SECTION 11-1005 "PERMIT ISSUANCE STANDARDS" AND SECTION 11-1006 "PERMIT ISSUANCE" OF ARTICLE 10 "PARADES" OF CHAPTER XI "PUBLIC OFFENSES & TRAFFIC" OF THE CODE OF THE CITY OF PRAIRIE VILLAGE

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

### SECTION I

Section 11-1003 of the Prairie Village Municipal Code entitled "Same Application; Procedure" is hereby amended by repealing Section 11-1003 and enacting in lieu thereof a new Section 11-1003 to read as follows:

11-1003 SAME; APPLICATION; PROCEDURE. A person seeking issuance of a parade permit shall file an application with the Chief of Police on forms provided by such officer no less than 45 days prior to the event.

### SECTION II

Section 11-1005 of the Prairie Village Municipal Code entitled "Permit Issuance Standards" is hereby amended by repealing Section 11-1005 and enacting in lieu thereof a new Section 11-1005 to read as follows:

11-1005 PERMIT ISSUANCE STANDARDS. The Chief of Police shall authorize a permit to be issued, as provided under this article, when, from consideration of the application and from such other information as may be provided to the Chief of Police, he or she finds that the standards and requirements enumerated below can be met and that the applicant has agreed to be bound by them:

- A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
- B. The conduct of such parade, and the concentration of persons, animals and vehicles at assembly points of the parade, will not unduly interfere with emergency services to any portion of the City. Further, the applicant shall agree, prior to the approval of the permit, to reimburse the City for all expenses required to hire or bring in off-duty officers and the public works personnel to properly control the activity and such other equipment as deemed necessary to protect the contestants and the public. The Chief of Police, or his/her designee, shall decide the number and placement of the personnel and may request and demand the applicant furnish personnel to assist traffic at minor intersections.

- C. The assembly point for participants shall be approved by the Chief of Police, or his/her designee.
- D. The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance.
- E. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays.
- F. The point of origin and point of termination are within the boundaries of the city and at locations approved by the Governing Body.
- G. The parade will not exceed two hours in duration.
- H. The following further regulations shall be met:
  - (1) Any applicant for a permit shall provide proof of liability insurance coverage in a form acceptable and approved by the Chief of Police, listing the City as an additional insured, for any liability of the applicant which may arise as a result of or out of the conduct of the parade. The insurance coverage shall provide, at a minimum, comprehensive general liability and property damage coverage for the event with minimum limits of One Million Dollars (\$1,000,000) for injury or death for one person in any one occurrence; Three Million Dollars (\$3,000,000) for injury or death for two or more persons in any one occurrence; and Five Hundred Thousand Dollars (\$500,000) for property damage in any occurrence.
  - (2) The applicant shall agree to indemnify the City and defend and hold it harmless for any and all liabilities, including the cost of any legal proceeding it may incur as a result of, or of the conduct of, any parade.
- I. The applicant is responsible for ensuring that the standards in this section are met and adhered to during the course of the event.

### **SECTION III**

Section 11-1006 of the Prairie Village Municipal Code entitled "Permit Issuance" is hereby amended by repealing Section 11-1006 and enacting in lieu thereof a new Section 11-1006 to read as follows:

#### **11-1006. PERMIT ISSUANCE.**

- A. The Chief of Police, or his/her designee, shall act upon the application for a parade permit and shall have the authority to approve or disapprove the permit and shall notify the applicant of his or her decision within 15 days of receipt of the application. If approved by the Chief of Police, then the City Clerk shall be instructed to issue the permit in accordance with the direction of the Chief of Police.
- B. If the Chief of Police determines that the proposed parade will significantly affect residents whose vehicular access to their property is affected by the street closure, he or she may condition the approval of the permit on the approval of the Governing Body of the City.

I

**SECTION IV**

**Effective Date.** This ordinance shall become effective upon approval by the Governing Body of the City of Prairie Village and publication as provided by law.

**Approved by the Governing Body of the City of Prairie Village this 7th day of May, 2012.**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**MAYOR'S ANNOUNCEMENTS**  
**May 7, 2012**

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

JazzFest Committee	05/08/2012	7:30 p.m.
Park & Recreation Committee	05/09/2012	7:00 p.m.
Sister City Committee	05/14/2012	7:00 p.m.
Arts Council	05/16/2012	7:00 p.m.
Council Committee of the Whole	05/21/2012	6:00 p.m.
City Council	05/21/2012	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a photography exhibit by Julie Fallone in the R. G. Endres Gallery for the month of May. The artist reception will be held on May 11th from 6:30 to 7:30 p.m.

The JazzFest 5k fundraiser will be held on May 19<sup>th</sup> at 8:00 a.m.

Recreation memberships are for sale in the City Clerk's Office. The pool opens May 26<sup>th</sup> at 11:00 a.m.

**Large Item pick-up is scheduled for May 12<sup>th</sup> for homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street and May 19<sup>th</sup> for homes south of 75<sup>th</sup> Street.**

The City offices will be closed Monday, May 28<sup>th</sup> in observance of the Memorial Day Holiday. Deffenbaugh also observes this holiday so pick-up will be delayed.

**INFORMATIONAL ITEMS**  
**May 7, 2012**

1. Jazz Fest Committee Minutes - April 10, 2012
2. Tree Board Minutes - April 4, 2012
3. Finance Committee Minutes - April 10, 2012
4. Arbor Day Foundation - Tree City recognition
5. Council Committee of the Whole Minutes - April 16, 2012
6. Mark Your Calendars

## **TREE BOARD**

**City of Prairie Village, Kansas**

### **MINUTES (DRAFT)**

**Wednesday April 4, 2012  
Public Works Conference Room  
3535 Somerset Drive**

Board Members: Cliff Wormcke, Jack Lewis, Greg VanBooven, Deborah Nixon, Luci Mitchell

Other Attendees: Suzanne Lownes

Jack Lewis called the meeting to order at 6:00 p.m. with a quorum present.

**1) Review and Approve Minutes of March 7, 2012-** Motion by Deborah Nixon, second by Cliff Wormcke; **Approved unanimously.**

#### **2) Sub-Committee Report**

##### **2.1) Arbor Day Event**

Jack Lewis said that he would bring a Royal Star Magnolia for the event. The Board discussed the date for the event and decided on Saturday, April 28<sup>th</sup> at 10:00am. The event will be at Franklin Park where a tree in honor of the Prairie Village Park & Recreation Committee will be planted. Suzanne Lownes will order the plaque for the event. Suzanne Lownes will send out email invitations to the Park & Recreation members as well as City Council members. Suzanne Lownes will also place a notice on the City's website.

##### **2.2) Earth Day**

Jack Lewis will provide 2 tree/shrubs for the Earth Day Event. Jack Lewis will drop the one for the Tree Board table at Luci Mitchell's house on Friday, April 20<sup>th</sup> and he will contact Linda Smith with the Earth Day event about coordinating delivery of the donation for the Earth Day group. Suzanne Lownes will make copies of the items for handouts at the event. Luci Mitchell and Cliff Wormcke will be manning the Tree Board table for the Earth Day Event that will be held at Shawnee Mission East on Saturday, April 21<sup>st</sup>.

##### **2.3) Fall Seminar – Champion Tree Walking Tour**

Jack Lewis updated that his son was working on the map and will turn it into a PDF file to place on the City's website. Greg VanBooven said that there might be an issue with one of the trees on the list because he was concerned about traffic at that residence and people walking in the yard. Suzanne Lownes suggested a disclaimer on the website reminding people that these are private residences and to stay on the sidewalks and public area when viewing the trees. The Board also discussed notifying the homeowners of the posting of Champion Trees on the website. No final decision was made on notifying homeowners.

### 3) Old Business

There was no old business.

### 4) New Business

#### 4.1) Corinth Hills Homes Association

Deborah Nixon discussed her email concerning a right-of-way tree planting project in the Corinth Hills Homes Association. She was wanting aerials of the neighborhood and Suzanne Lownes suggested that she could obtain those on the Johnson County AIMS website. The Association is also wanting the City's right-of-way tree inventory list. Deborah Nixon said she would send Suzanne Lownes the streets that outlined the area so that Public Works could gather that data. It was discussed that after the Corinth Hills Homes Association created their potential list of plantings that they would submit those to the City Public Works Department for review. Deborah Nixon had also requested if the homes association could buy mulch from the City for use in their islands. Suzanne Lownes updated her that staff had discussed the request but at this time the City is unable to be a re-seller of supplies for private use but there could be further discussion down the line on providing some supplies for island maintenance.

#### 4.2) Art Kennedy

Suzanne Lownes informed the Board that Art Kennedy has resigned from the Tree Board.

#### 4.3) City Street Tree Services

Bruce McNabb sent an informal report to the Tree Board members concerning the City's level of services concerning street trees. The Board discussed the findings in the report and answered the "Key Questions" as requested by Bruce McNabb.

#### Key Questions:

- 1) **Should the City have any program to provide services to street trees?** The Board says yes there should be a street tree program.
- 2) **If yes, should the program be more reactive to/regulatory of actions by private property owners or more proactive with the City doing a significant part of the work?** The Board feels that the City should stay with the current reactive/regulatory daily functions as well as a proactive trimming program.
- 3) **What general level of services should be provided: Limited or Regular?** The Board feels that there should be a regular level of services.
- 4) **If a Regular tree trimming program is to be provided, what cycle of service/cost is preferred?** The Board feels that a 3 to 5 year trimming cycle is the most beneficial to the overall tree health.

### 5) Next Meeting

The next meeting will be May 2, 2012.

The meeting adjourned at 7:15 p.m.

Minutes prepared by Suzanne Lownes.

**FINANCE COMMITTEE**  
**April 10, 2012**

The Finance Committee met on April 10, 2012. Council members Present: Chairman David Belz, Charles Clark, and Dale Warman. Guests Present: John Joyce, Kathy Thompsen, Jeff White and Kelsi Spurgeon. Staff Present: Quinn Bennion, Dennis Enslinger, Lisa Santa Maria, Chris Engel and Bruce McNabb.

The Committee met to discuss:

**Expanded Powers**

Jeff White and Kelsi Spurgeon from Columbia Capital discussed the value of Expanded Authority. Attached is a graph showing the difference in investment yields with and without Expanded Authority. There is clearly a benefit for the City to have Expanded Authority.

Lisa addressed the issue of Expanded Authority at the last EKGFOA (Eastern Kansas Government Finance Officers Association) meeting and there was a lot of interest in having EKGFOA approach the MIP (Municipal Investment Pool) about the qualification requirements needed to be granted Expanded Authority.

Six out of the nine governments with expanded investment powers are members of the EKGFOA. The EKGFOA membership includes the following governments:

- City of Basehor
- City of Bonner Springs
- City of Gardner
- City of Gardner
- City of Lansing
- City of Lawrence
- City of Leawood
- City of Lenexa
- City of Louisburg
- City of Merriam
- City of Mission Hills
- City of Olathe
- City of Overland Park
- City of Paola
- City of Pittsburg
- City of Prairie Village
- City of Roeland Park
- City of Shawnee
- City of Spring Hill
- City of Topeka
- Johnson County
- Unified Govt. of Wyandotte Co./KC



## FINANCE COMMITTEE

April 10, 2012

Lisa invited Jeff to the next EKGFOA meeting to discuss where we go from here.

Dave Scott, from the City of Overland Park, contacted Scott Miller (OMIP) and asked him present the recent policy changes for the Annual Review of Expanded Investment Authority at the July 17<sup>th</sup> luncheon in Olathe.

### Discussion of 2013 Budget

Quinn began the 2013 budget discussion with the following points:

1. Staff recommends that the fund balance in excess of 25% be designated to the Maintenance budget (CIP)
2. The City is looking very good
3. No Mill Levy increase is anticipated
4. No Solid Waste Utility fee increase is anticipated
5. No Stormwater Utility fee increase is anticipated

The 2011 actual expenditures were 93% of budget. Quinn indicated that he wants the actual numbers to be closer to 96% of budget and that staff will work towards that during the 2013 budget review process. An example of this is elections. We budgeted for elections in 2011, but there was not a primary so the funds were not spent. In the future we will use Contingency Funds for expenditures like this.

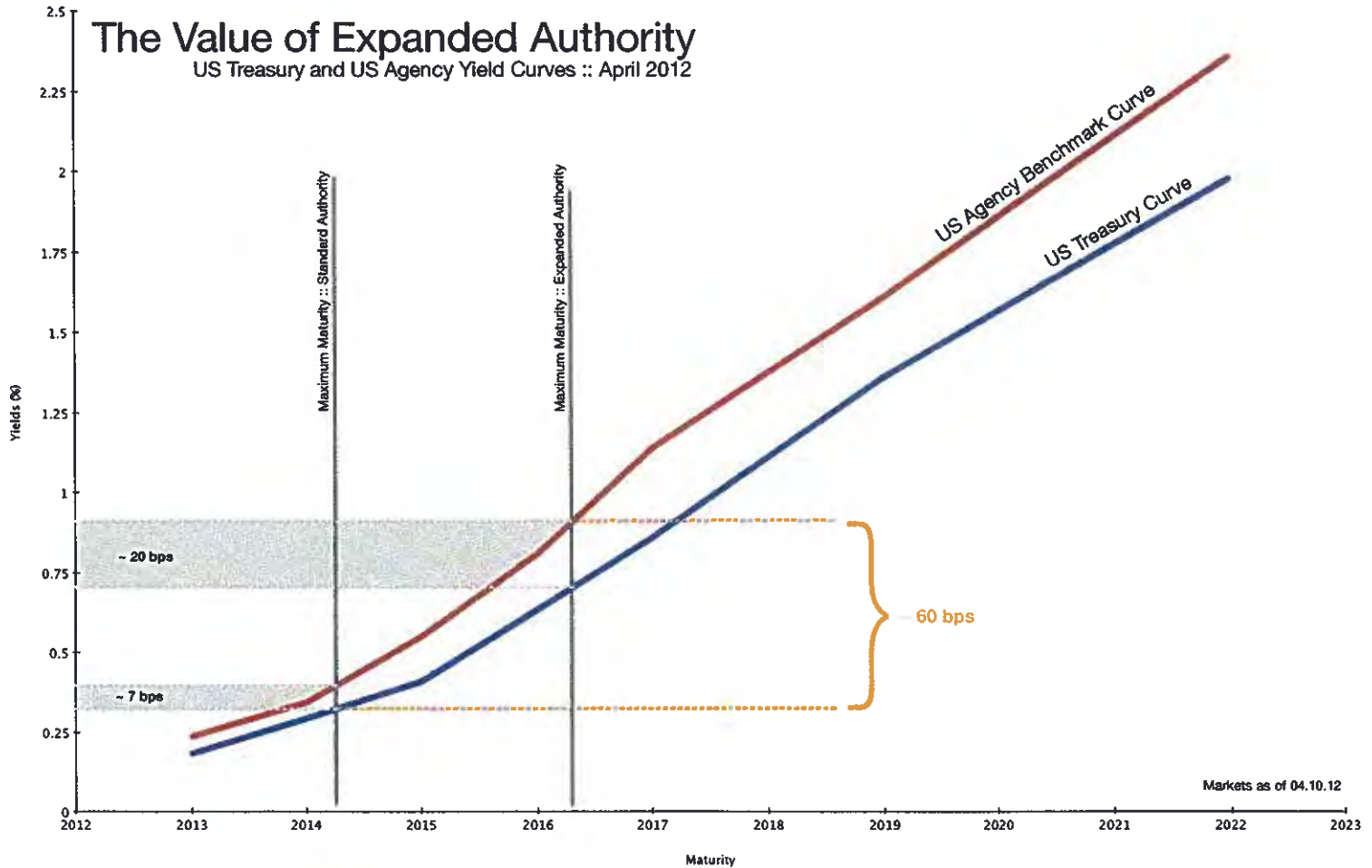
Quinn pointed out that maintenance (other than very general) for the parks is not currently in the budget. The parks are major assets and we need a way to fund maintaining them. The Sales Tax initiative would be a designated funding source for parks maintenance. The Parks and Rec committee are scheduled to discuss the Sales Tax initiative at their meeting tomorrow night.

Lisa handed out the 2013 Budget Calendar. The updated version is attached.

Bruce McNabb stated that we need an additional \$7.5 million to fund our streets to the level they should be at. The \$7.5 million is in addition to the funds received from the 2011 bond issue. As noted in discussion point number 1 above, staff is recommending increasing the transfer to the Capital Improvement Program (CIP) in the 2013 budget.

**Meeting was adjourned at 5:10 p.m.**

# WHY DOES IT MATTER?



# WHAT'S THE DIFFERENCE?

Asset Class	Standard	Expanded
CDs	≤ 2-yr maturity (local banks)	≤ 4-yr maturity (any bank)
Repos <sup>(1)</sup>	Local Banks	≤ 4-yr maturity (banks and dealers)
PMIB <sup>(1)</sup>	Permitted	Permitted
Kansas GO Bonds <sup>(1)</sup>	Permitted	Permitted
US Treasuries <sup>(1)</sup>	≤ 2-yr maturity	≤ 4-yr maturity
US Agencies <sup>(1)</sup>	Not Permitted	≤ 4-yr maturity

<sup>(1)</sup> Permitted only if CD rates are not competitive. Applies to both Standard and Expanded.

Indicative Rates	PMIB	CD Thresholds	US Treasury
6 month	0.08%	0.14%	0.14%
1 year	0.13%	0.22%	0.18%
2 year	n/a	0.34%	0.29%
5 year	n/a	n/a	0.86%

Rates as of 4/12/2012 (previous day for PMIB and CDs; current day for Treasuries). Threshold rate is the rate which banks have to meet in order to require public funds to be invested locally.

## PMIB AUTHORITY & GUIDANCE

**KSA 12-1677b. Direct investments by cities, counties and school districts, when; requirements; forfeiture of investment rights, when.** (a) The governing body of any city, county or school district which has a written investment policy approved by the governing body of such city, county or school district and such written investment policy is approved by the pooled money investment board as provided in subsection (b) may invest and reinvest pursuant to the approved investment policy in the following investments, as authorized under paragraph (6) of subsection (b) of K.S.A. 12-1675, and amendments thereto...

(b) In approving the investment policy of any city, county or school district, the pooled money investment board shall require that such policy addresses liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management staff. In addition, the policy shall provide procedures for compliance with subsection (c) of K.S.A. 12-1675, and amendments thereto, and a certification from the investment management staff that those procedures have been followed.

(c) The investment policy of any city, county or school district approved by the pooled money investment board under this section shall be reviewed and approved at least annually by such board or when such city, county or school district makes changes in such investment policy. On condition of approving the investment policy, the pooled money investment board shall review the policy to assure that it addresses liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management staff. In addition, the policy shall provide procedures for compliance with subsection (c) of K.S.A. 12-1675, and amendments thereto, a certification from the investment management staff that those procedures have been followed and a listing of the banks, savings and loan associations and savings banks from which the city, county or school district requested bids in the preceding year.

**From the PMIB's website...** The Board has determined that the minimum monthly average portfolio size (excluding any Bond Proceeds Monies) to obtain full expanded investment authority is \$100 Million. Applicants with a projected monthly average portfolio size below \$100 Million, but above \$50 Million, may be granted expanded investment authority with limits imposed by the PMIB. Those entities projecting their monthly average portfolio size to fall below \$50 Million will not be considered for approval by the Board. If Board approval is granted, applicants will receive written confirmation from the Director of Investments when the Board has reached a decision.

## WHO HAS \$100 MILLION?

Entity	Population	Moneys on hand at 12/31/10
Wichita	383,000	\$ 321,397,280 <sup>(1)</sup>
Overland Park	173,000	\$ 92,161,926 <sup>(1)</sup>
Kansas City/WyCo	146,000	\$ 202,172,531 <sup>(1)</sup>
Topeka	127,000	\$ 94,490,000 <sup>(2)</sup>
Olathe	126,000	\$ 143,447,010 <sup>(2)</sup>
Lawrence	87,643	\$ 44,768,124 <sup>(2)</sup>
Johnson County	517,000	\$ 894,050,109 <sup>(2)</sup>
Sedgwick County	471,000	\$ 469,052,314 <sup>(2)</sup>
Shawnee County	173,000	\$ 157,776,069 <sup>(2)</sup>
Douglas County	112,000	\$ 71,621,340 <sup>(2)</sup>
SMSD	221,000	\$ 10,770,984 <sup>(2)</sup>
BVSD	84,268	\$ 169,031,074 <sup>(2)</sup>

<sup>(1)</sup> Pooled cash only; no bond proceeds. Unigov does not include BPU.

<sup>(2)</sup> May include bond proceeds.

All data from CAFRs or audits of the respective entities for 2010 for cities and counties and 2011 for school districts.

2013 Budget Calendar					
Budget Preparation Team					
Month	Date	Day	Assigned To	Action Item	
March	3/1		Lisa	Finalize 2011 Actuals (auditors 3/26 - 3/30)	
	3/1-3/14		All	Springbrook Extended Budget module ready for entry.	
	3/1-3/14		Quinn/Chris	Develop WC and P&C insurance cost assumptions, allocate and enter numbers in Springbrook	
	3/1 - 3/31		Lisa	Revenue Estimates - 2012 estimates & 2013 budget	
	3/1 - 3/31		Chris	Compile equipment replacement information from departments	
	3/6	Tues	All	Regular Staff Meeting - What we currently know about the budget	
	3/6	Tues	IT Committee	IT Committee meeting to discuss 2013 budget requests	
	3/22	Thurs	Quinn/Lisa/Nic	10am - 11:30am Develop personal services budget assumptions	
	April	4/2	Mon	Quinn/Lisa	Village Voice Information to Jeanne - Key Budget Dates
		4/10	Tues	Quinn/Lisa	4pm - 5pm Finance Committee Meeting (MPR Room)
4/11 - 4/18			Nic/Lisa	Calculate personal services numbers and enter in Springbrook	
4/12		Thurs		Agenda deadline for 4/16 Council meeting	
4/13		Fri	Departments	Budget requests due; Springbrook Extended Budget Module locked	
New Council Members -	4/16	Mon	Quinn/Lisa	Council meeting -	
	4/16 - 4/20		Quinn/Lisa	Review Department Requests in Springbrook	
	4/23	Mon	Quinn/Lisa	11am - 12pm City Clerk Operating Budget Review	
	4/23	Mon	Quinn/Lisa	12pm - 12:30pm Court Operating Budget Review	
	4/23	Mon	Quinn/Lisa	12:30pm - 1pm Codes Dept Operating Budget Review	
	4/23	Mon	Quinn/Lisa	2pm-4pm Public Works Operating Budget Review	
	4/24	Tues	Quinn/Lisa	1pm - 2pm HR/IT Operating Budget Review	
	4/24	Tues	Quinn/Lisa	2pm - 4pm Police Dept Operating Budget Review	
	4/25	Wed	Quinn/Lisa	1:30pm - 3:30pm Mgmt & Planning / Legal / Mayor & Council Budget Review	
	4/26	Thurs	Quinn	9am - 11am New Council Member Orientation	
May	5/1 - 5/31		Quinn/Lisa	Meetings w/employees or e-mail update to employees	
	5/3	Thurs	Quinn/Lisa	Deadline for 5/7 Packet	
	5/7	Mon	Quinn/Lisa	<b>Budget Calendar to Council; big picture budget overview, including trends and forecast (Committee)</b>	
	5/2 - 5/17		Quinn/Lisa	Meet w/departments to finalize budget requests	
	5/17	Thurs	Quinn/Lisa	Packet Deadline for 5/21 Council Meeting	
	5/21	Mon	Quinn/Lisa	<b>Proposed Budget to Council for 1st time - Overview only - big ticket items/big projects, the big budget questions</b>	
	5/21	Mon	Departments	Goals/Objectives/Accomplishments pages due from departments	
5/31	Thurs		Agenda deadline for 6/4 Council Meeting		
June	6/4	Mon	Quinn/Bruce	<b>Present the recommended budget - CIP/Eco Devo Fund/Village Vision</b>	
	6/14	Thurs		Agenda deadline for 6/18 Council meeting	
	6/18	Mon	All	<b>Present the recommended budget - Operating (All but CIP, Eco Devo Fund and Village Vision)</b>	
July	6/25	Mon	All	<b>Special Meeting</b> - if needed to wrap up budget	
	7/12	Thurs		Agenda deadline for 7/16 Council meeting	
	7/16	Mon		Council Meeting - Permission to Publish Budget	
	7/17	Tues	Lisa/Joyce	Budget Published in the Legal Record	
August	8/2	Thurs		Agenda deadline for the 8/6 COW and Council Meetings	
	8/6	Mon		Council Meeting - Budget Hearing/Adopt Budget	
	8/7	Tues	Lisa	Submit budget forms to County Clerk (Due August 24th)	
September	9/1 - 9/30		Jeanne/Lisa	Finalize Budget Book/Deliver Budget Book to Printer	
	9/1 - 9/31		Lisa	Submit budget to GFOA Award Program	



March 05, 2012

Mayor Ronald Shaffer  
7700 Mission Road  
Prairie Village, KS 66208

Dear Tree City USA Supporter,

The Arbor Day Foundation congratulates Prairie Village on being named a Tree City USA® community for 2011. Residents of Prairie Village should take pride in the fact that they live in a community where planting and nurturing trees is a priority.

You already know that trees are a vital component of the infrastructure in cities and towns, providing environmental and health benefits for your citizens. In fact, trees are a rare component of a community's infrastructure in that they actually increase in value and service over time from a modest investment.

Enclosed is a press release for your convenience as you prepare to contact your local media to share this commendable achievement with the public. We hope you are excited to share the significance of this accomplishment. If you wish to receive this press release in electronic form, please email Randy Gordon, Public Relations Manager of the Foundation, at [programs@arborday.org](mailto:programs@arborday.org). We will send it to you within one business day.

The Tree City USA program is sponsored in cooperation with the National Association of State Foresters and the USDA Forest Service. Today, more than 3,400 cities and towns have been recognized as a Tree City USA community. State foresters are responsible for the presentation of the Tree City USA flag and other materials. We will forward your awards to Tim McDonnell in your state forester's office. They will be coordinating the presentation with you. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your diligence in improving the quality of life for the citizens of Prairie Village and thank you for creating a healthier, more sustainable world for us all.

Best Regards,

A handwritten signature in black ink, appearing to read "John Rosenow".

John Rosenow  
Chief Executive

cc: Bruce McNabb

enclosure

**COUNCIL COMMITTEE OF THE WHOLE**  
**April 16, 2012**

The Council Committee of the Whole met on Monday, April 16, 2012 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Acting Council President Michael Kelly with the following members present: Mayor Ron Shaffer, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, David Morrison and David Belz. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager for Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director, Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

**\*COU2012-19 Consider allocation from General Fund Contingency to fund additional building inspections and plan review costs**

Dennis Enslinger stated that due to budgetary constraints, the Building Inspections Division has not budgeted for overtime or outside consulting to cover for additional inspections and plan review services that might arise from an increase in permit activity.

In 2012, the Building Inspections Division has seen a significant increase in permit activity during the first three months as reflected below and anticipates a continuation of this trend for the 2012 construction season.

Year	Number of Permits Issued	Value of Permits
2011 (Jan, Feb, March)	191	\$7,867,443
2012 (Jan, Feb, March)	275	\$6,610,727

In addition, the City has issued several large project permits at the end of 2011 and in 2012 which require multiple inspections. Some of these projects include: Indian Hills Middle School Additions; CVS; Benton House; Corinth Paddock Apartments roofs; decks, health facilities; and Corinth and Kenilworth Apartments roofing and deck replacements. There are also several other large pending projects including Corinth Square modifications, Alzheimer's Associates, and 4 new residential structures.

To accommodate the necessary inspections for existing projects and anticipated projects, staff is proposing to allow for expanded inspection hours on Tuesdays, Wednesdays, and Thursdays. Field inspections are normally scheduled 9-4 p.m. (allowing for 1 hour before and after to complete inspection reports in a typical 8-5 work day). Staff would expand to field inspections to 8-5 p.m. (the work day would be expanded to 7a.m.-6p.m.). Existing staff would be used to staff the additional inspection hours. In order to pay for these expanded services the Building Inspections Division is requesting General Fund Contingency funds to cover overtime costs for one inspector and one clerical employee. Overtime would only be used when inspections are scheduled.

In addition, to inspection services, staff is also requesting additional funding to have an outside consultant FP&C provide plan review services. FP&C would only provide services in the event existing staff was unable to provide a timely review of documents received for plan review. Typically, the Building Inspections division meets a goal of having plan review completed within 5-7 business days of submission. Jim Brown, Chief Building Inspector, is responsible for plan review and given the level of commercial inspections will need to spend more time in the field conducting inspections than in a typical year. Hiring an outside consultant to conduct plan view on a limited basis will allow for a timely review of plan submittals and still maintain adequate inspection services for commercial projects.

To accommodate this request, staff is requesting \$20,000 in General Fund Contingency from the FY 2012 approved budget. The FY 2012 Budget includes \$500,000 in General Fund Contingency. If approved, this request would be the first use of the contingency in 2012.

David Belz asked how long the extended hours would last. Mr. Enslinger responded through the building season - now to August.

Laura Wassmer made the following motion, which was seconded by David Belz and passed by unanimously:

**RECOMMEND THE GOVERNING BODY APPROVE THE RELEASE  
OF \$20,000 FROM GENERAL FUND CONTINGENCY TO FUND  
ADDITIONAL BUILDING INSPECTION AND PLAN REVIEW COSTS  
COUNCIL ACTION TAKEN  
04/16/2012**

**COU2012-20 Consider approval of Project SODR0002: Somerset Drive - Roe Avenue to Nall Avenue Street Improvement Plans and two design alternates: realignment at Nall and trail**

Keith Bredehoeft noted a public meeting was held on March 28, 2012 to discuss with residents the possible addition of an 8' wide trail along Somerset Drive from Franklin Park to Nall Avenue as well as intersection improvements at the Nall Avenue Intersection. Nearly 350 letters were sent out to residents in the area prior to the meeting. Eighteen residents attended the open house meeting and learned more about the project.

Mr. Bredehoeft stated the 8 foot wide trail is proposed along the east side of Somerset Drive from Franklin Park to Nall Avenue. The trail will be concrete and be placed where the existing 4 foot sidewalk currently exists adding an additional 4 foot of sidewalk to the street side. The additional cost of adding the 8 foot sidewalk versus repairing the existing 4 foot sidewalk is \$135,000.

A map was presented showing the proposed trail route and photographs of the proposed trail location.

Mr. Bredehoeft provided the following summary of the comments received regarding the possibility of adding the 8 foot wide trail:

<u>Residents Adjacent to Trail</u>		<u>All Residents</u>	
In Favor-	5	In Favor-	13
Not in Favor-	4	Not in Favor	5

Residents opposed to the trail generally felt it was unnecessary and not a good expenditure of City funds.

Laura Wassmer stated she is not supportive of 8-foot trails in residential neighborhoods. She does not feel there is the traffic or need for them. At the recent Planning Commission meeting on the trail system plan the chambers was filled with residents opposing both the movement of the trail from Roe to Nall, but also the construction of 8-foot trails. She noted some of the Planning Commission also expressed concern with the location of 8-foot trails in residential neighborhoods. She views the 8-foot concrete trail as a lot of concrete placed in the residential area. The Park & Recreation Committee at their meeting last week also expressed concern. They are supportive of trails in concept, but the extra width is neither necessary nor a wise use of taxpayer dollars.

The Parks and Recreation Committee did discuss this issue on April 11, 2012 and took no action.

Dale Warman asked if the existing sidewalk would be removed along Somerset or if the additional trail width simply added. Mr. Bredehoeft stated the existing sidewalk would be replaced with the new concrete trail.

Ms Wassmer stated she supports connectivity, but feels in many instances a 5-foot wide sidewalk would be more appropriate.

Andrew Wang asked if the funding sources were based on the size of the trail. Mr. Bredehoeft replied CARS funding is being used on the project and is not at all related to the width of the sidewalk. He added if trail grant funds were being used an 8-foot wide trail would be required as a minimum.

Steve Noll noted he also attended the Planning Commission meeting where concern was expressed with removing good sidewalk for the trail. He felt the change was being made when the sidewalk was in need of repair. He prefers concrete trails over asphalt trails and noted there was not support at the meeting for 8-foot sidewalks, most was comfortable with 5 feet.

David Belz stated the trail system is not designed to only to connect to other city amenities, but also to other trails within the metropolitan area. Trails are not meant to be for adult bike riders, they use bike lanes. Trails are designed for use by multiple people with possible strollers or young children on bikes. He views trails and sidewalks similarly to arterial and collector streets. Trails are the arterial streets that allow more people to comfortably walk/run/bike to desired locations.



Mr. Belz acknowledged that it will not be feasible to have 8-foot trails throughout the city, but stated that should be the goal whenever possible.

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

**RECOMMEND THE GOVERNING BODY APPROVE INCLUDING  
AN 8 FOOT WIDE TRAIL ALONG THE EAST SIDE OF  
SOMERSET DRIVE TO PROJECT S0DR0002: SOMERSET  
DRIVE - FRANKLIN PARK TO NALL AVENUE**

David Morrison stated he would like to see the goal be to not construct 8-foot wide trails. He cannot support removing good sidewalks to build wider trails, noting the additional cost both for construction and the on-going maintenance costs. He feels the city can get the desired connectivity without 8-foot trails.

Dale Warman noted he doesn't care for trails; however, 80 to 90 percent of the residents he has spoken with support them. He would prefer that good sidewalk is not removed for the trail, particularly when both will be out of concrete. Mr. Bredehoeft noted that 40% of the sidewalk is in need of repair.

Andrew Wang asked how much money has been spent on the design of the sidewalks. Mr. Bredehoeft replied the design was done through Larkin and the cost has not been significant.

Laura Wassmer expressed concern with the potential root damage to mature existing trees along the corridor by the construction of trails. The city residents place a very high value on their trees.

Council President Michael Kelly called for a vote on the motion with the following votes cast: "aye" Hopkins, Kelly, Belz and "nay" Noll, Wang, Wassmer, Morrison, Warman. The motion was defeated.

**Intersection at Nall Avenue-**

Keith Bredehoeft stated the proposed option will shift the drive lanes through the intersection at Nall Avenue on Somerset Drive to improve safety. It will also improve the radius for the right turn onto Somerset Drive and remove the current merge north of Somerset Drive. The northbound lane on Nall Avenue at Somerset Drive will become a right hand turn only lane.

Mr. Bredehoeft noted that parts of this improvement were already planned with the project, but correcting the shift in the intersection could require an additional \$150,000 for the project costs. As half of the intersection is located in Overland Park, they have been involved in the development of the plans and are committed to the project. They will fund 50% of the signal improvements.

Only one resident at the meeting checked that they did not support this option. All other residents who indicated a preference supported this change.

Keith Bredehoeft stated funding is available under the Capital Infrastructure Program, Project SODR0002: Somerset Drive- Roe Avenue to Nall Avenue for the City's portion of the project. Fifty percent of the funding up to \$506,000 for this project will come from the County's CARS Program. If project bids exceed project funding, staff will review other available funding sources and will develop a proposal for Council consideration.

David Belz confirmed this will address the difficulty of northbound traffic on Nall to make a right turn onto Somerset.

Dale Warman noted this change is consistent with the changes made at 75<sup>th</sup> & Nall and strongly supports the change.

Steve Noll asked if there were traffic accidents caused by the current configuration. Mr. Bredehoeft replied accident counts are not the driving force for the proposed action.

David Belz made the following motion, which was seconded by Andrew Wang and passed unanimously:

**RECOMMEND THE GOVERNING BODY APPROVE THE  
PROPOSED INTERSECTION IMPROVEMENTS AT NALL TO  
PROJECT SODR0002: SOMERSER DRIVE - ROE AVENUE  
TO NALL AVENUE**

**COUNCIL ACTION TAKEN  
04/16/2012**

## **STAFF REPORTS**

### **Public Safety**

- Chief Jordan reviewed the distributed crime statistics for the first quarter of 2012. He was pleased to report a decrease in residential burglaries from last year, but noted an increase in theft rates. He added detectives are currently working 5 employee theft/embezzlement cases.
- Chief reported the attempted robbery in Mission Hills in the parking lot of the Indian Hills Country Club.
- The CIT team will be presenting at the Leadership Northeast Program this week.
- Police staff will be training at the vacant Mission Valley Middle School later this week.

### **Public Works**

- Bruce McNabb announced that the City has received its full request of \$180,000 for its CDBG Project on Sagamore
- Public Works staff has been working at the pool preparing it for opening.

- The City's website has been updated to list almost all of the streets scheduled for work this summer.

### **Administration**

- Dennis Enslinger announced the Earth Fair at Shawnee Mission East on Saturday, April 21<sup>st</sup> from 10 to 3; and added the E-Recycling event at Black & Veatch is the following Saturday, April 28<sup>th</sup>
- Construction continues for the new CVS and parking lot work at Corinth Square has begun. The Somerset Entrance drive is now open.
- Mr. Enslinger noted the sound system is not working, but noted approval of the consent agenda would allow work to begin on the Sound System in May.
- The final Legislative Breakfast will be held this Saturday, April 21<sup>st</sup>.
- Area Park & Pool Managers have created a Crypto response plan in response to last years' closings
- The Sister City spring gathering with the Ukrainian Club will be held on May 6<sup>th</sup> at the Community Center
- A Synchronized Swim Coach has not been hired, staff will continue to seek to fill this position; however, the program will have to be cancelled if a coach cannot be secured.
- Lisa Santa Maria noted that she had distributed a revised CID Sales Tax Update adjusted for inflation.
- Also distributed was the First Quarter Financial Report
- The auditors have completed their on-site work and staff is moving on the 2013 budget preparation.
- Quinn Bennion announced that Council training will be held for the new council members next week. Laura Wassmer encouraged the new council members to participate in the Leadership Northeast Program.
- Department budgets are due this week and staff will meet with Department Heads next week for review.

### **Adjournment**

With no further business to come before the committee, Acting Council President Michael Kelly adjourned the meeting at 6:45 p.m.

Michael Kelly  
Acting Council President

**Council Members  
Mark Your Calendars  
May 7, 2012**

<b>May 2012</b>	Julie Fallone photography exhibit in the R. G. Endres Gallery
May 7	Council Photos 5:15 - 6:00 p.m.
May 7	City Council Meeting
May 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 12	Weltner Park dedication
May 19	JazzFest 5K
May 21	City Council Meeting
May 26	Pool opens for the season
May 28	City offices closed in observance of Memorial Day
<b>June 2012</b>	Senior Arts Council exhibit in the R. G. Endres Gallery
June 4	City Council Meeting
June 8	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
June 15	Moonlight swim - pool open until 10:00 p.m.
June 18	City Council Meeting
<b>July 2012</b>	Anna Dorrance / Mark Higgins / Anna Nye photography exhibit in the R. G. Endres Gallery
July 2	City Council Meeting
July 4	VillageFest
July 4	City offices closed in observance of Independence Day
July 6	Moonlight swim - pool open until 10:00 p.m.
July 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 16	City Council Meeting
July 20	Moonlight swim - pool open until 10:00 p.m.
<b>August 2012</b>	
August 3	Moonlight swim - pool open until 10:00 p.m.
August 6	City Council Meeting
August 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 13	Reduced hours begin at the pool
August 20	City Council Meeting
<b>September 2012</b>	Ukrainian - Sister City exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 3	Pool closes for the season at 6:00 p.m.
September 4(Tues.)	City Council Meeting
September 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
<b>October 2012</b>	State of the Arts Exhibit in the R. G. Endres Gallery
October 1	City Council Meeting
October 12	Artist reception in the R. G. Endres Gallery 6:30 - 8:30 p.m.
October 15	City Council Meeting
<b>November 2012</b>	Greater Kansas City Art Association
November 5	City Council Meeting
November 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 19	City Council Meeting
November 22	City offices closed in observance of Thanksgiving
November 23	City offices closed in observance of Thanksgiving

**December 2012** Eileen McCoy oils exhibit in the R. G. Endres Gallery  
December 3 City Council Meeting  
December 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
December 17 City Council Meeting  
December 25 City offices closed in observance of Christmas

Jazz Fest Committee  
Tuesday, April 10, 2012  
7:30 p.m.

Present: Jack Shearer, Gloria Shearer, Donelea Hespe, Peggy Wright, Mary Ann Watkins, Brian Peters, Alan Gaylin, Tara VanLoenen and Joyce Hagen Mundy

The minutes of the March 13, 2012 meeting were distributed and approved.

### **General Update**

Jack Shearer reported that he and Joyce had met with Heartland Habitat for Humanity regarding being the festival's designated charity. They have agreed and a letter of understanding is being prepared setting forth the terms of the partnership. In brief, Habitat will provide marketing and volunteers for the 2012 Jazz Festival and related events while the City will market Habitat as the designated charitable recipient of the festival and will recognize them at the festival. Habitat will receive a percentage of the funds raised at the festival to be used to provide services for Prairie Village residents.

### **Sponsorships**

Jack met with John Graham and received a list of potential sponsors. Walt Vernon, Jack and Alan Gaylin will be contacting potential sponsors over the next few weeks.

Tara VanLoenen has prepared a revised donation letter that is being sent out by Joyce as a follow-up to past donors that have not yet committed for 2012. Over the past month approximately \$1000 in donations has been received.

### **Operations**

Jack reviewed past event layouts to familiarize new committee members with the event set-up. The committee discussed possible locations for the VIP tent and for vendor tents.

Jack reported that he met with Crawford and they will again provide alcoholic beverages for the event. He has not yet been successful in getting beverages from Pepsi.

Brian Peters will contact Hy-Vee regarding providing food and beverages for the Green Room.

The committee has received requests from an artist wanting to sell jazz related art at the festival. It was decided the committee would accept applications from vendors and determine if they were approved and the related fee to be charged. Possible fees discussed were \$250, \$500 or \$1000.

## **5K Update**

Alan reported things are on schedule for the BRGR Luv4Jazz 5K on Saturday, May 19<sup>th</sup>. The race brochures have been printed and will be distributed tomorrow. Yard Signs and posters have been printed and are out. The race will also be advertised in the Trolley Run packet materials. Information is up on the BRGR Web site.

UltraMax Sports had a shirt contact for both the race shirt and volunteer T-shirts at a lower cost than last year. Tara stated a press release will go out tomorrow on the race. Alan is meeting with Lane4 tomorrow to confirm there will not be any construction issues at the center the day of the event. Joyce will contact Shawnee Mission School District for a permit to use the Corinth Elementary School parking lot the day of the race for parking. Gloria Shearer noted the 19<sup>th</sup> is the day for the City's large item pick up.

## **Budget**

Jack stated the budget has not been finalized. Joyce presented the financial status as of April 10, 2012. During the past month approximately \$1000 has been received in donations. The current JazzFest Committee account balance is \$4407.44.

## **April Action Items**

- Prepare for 5K
  - Need approximately 30 volunteers for the race registration & along the race route. Joyce has contact information on all the volunteers from last year's race.
  - Press releases - Tara has release going out April 11<sup>th</sup>. MaryAnn will contact Joel Nichols regarding promoting the race the two weeks prior to the race.
- Follow-up with past & potential sponsors
- Review proposed talent line-up - final decision to be made at May meeting
  - MaryAnn will contact Brian Busby regarding serving as MC for the festival.
  - Invitation would be issued to the Dolyna band after confirmation of receipt of grant funds.
  - It was noted the proposed line-up may need to be amended to allow for more time between acts. This may result in the removal of an act or a change in festival hours.

## **Next Meeting**

The next committee meeting was set for **Wednesday, May 2<sup>nd</sup> at 7 p.m.**

## **Adjournment**

The meeting was adjourned at 8:35 p.m.