

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
June 18, 2012
6:00 PM

AGENDA

DAVID MORRISON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

*COU2012-08 Consider approval of security system upgrades and additions
Kyle Shipps

Report and discussion regarding neighborhood attractions
Michael Kelly and Andrew Wang - Neighborhood Events Committee

*COU2012-32 Consider Construction Contract for Project 2011 Bond, 2012 Paving and
2012 CARS Project
Bruce McNabb

Discussion regarding 2013-2016 Capital Infrastructure Program Budget
Bruce McNabb

Discussion and Presentation of 2013 Budget: Economic Development
Fund, Solid Waste Fund and Equipment Reserve Fund
Lisa Santa Maria

***Council Action Requested the same night**



POLICE DEPARTMENT

Council Meeting Date: June 18, 2012

COU 2012-08

REPLACE EXISTING ANALOG CAMERAS WITH DIGITAL, IP-BASED SECURITY CAMERAS

RECOMMENDATION

Staff recommends the City Council approve funding to complete the purchase and installation of digital, IP-based security cameras to replace existing analog cameras in the Police Department. This project also covers the purchase and installation of additional cameras in the City Hall facility, as well as on the Public Works grounds. Ultimately, all cameras will be tied together under one system. This purchase was previously approved in concept by the City Council as a planned purchase through the Equipment Reserve Fund.

COUNCIL ACTION REQUESTED ON: June 18, 2012

SUGGESTED MOTION

I move that \$50,000.00 be allocated from the Equipment Reserve Fund to finance the purchase of the camera equipment, and to cover related installation services.

BACKGROUND

In 2011, the Police Department undertook Phase One of a camera upgrade project. The existing analog cameras in the Intake/Booking Facility were replaced with digital, server-based cameras. This enabled more data storage, easier file transfers, and better overall recording quality. The new cameras are also color-based, adding to the picture and recording quality. The next phase of this project is multi-faceted and calls for:

- Replacement of remaining analog cameras on the exterior of the Police Department;
- Addition of new cameras in front of the Police Department and inside City Hall;
- Addition of new cameras at the Public Works campus as well as wireless connectivity between Public Works and the Police Department/City Hall campus;
- Installation of equipment to tie together existing cameras (in City Hall) with the new system to avoid having to replace the cameras, and
- Installation of an improved camera in the Police Department's interview room for use by officers and detectives during active investigations.

Upon completion, all the cameras will be on one system, versus different systems as is currently the case. The one system will allow for easier monitoring and recording, as it is an Internet and server-based system. It will also allow for easy addition of new cameras in the future, should the need arise. It should be noted that additional bids were not obtained past Phase 1 due to the desire to stay with the same vendor for compatibility and connectivity.

ITEM	COST
Camera equipment and install for Police Department & City Hall	\$22,390.47
Camera equipment and install for Public Works	\$16,487.67
Camera equipment and install for Police Department Interview Room	\$2,509.43
New large screen monitor for Police Department Dispatch	\$2,500.00
Contingency	\$6,112.43
TOTAL	\$50,000.00

FUNDING SOURCE: Equipment Reserve Fund

ATTACHMENTS

Quotes from Kenton Brothers for equipment and installation.

PREPARED BY

Kyle Shipps
Technical Operations Officer



**KENTON BROTHERS INC.
SYSTEMS FOR SECURITY**

1718 Baltimore Ave.
Kansas City, Missouri 64108 USA
Phone: 816-842-3700 Fax: 816-471-1897
www.kentonbrothers.com

QUOTATION

QUOTE DT	QUOTE#	PG
07/31/11	00100026234	1

CUST PH#: 913-385-4622
CALLED IN BY: Kyle Shipp
CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906 City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208	Service Address: City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208
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LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	4	EA	Comments: SONY PUBLIC WORKS CAMERA QUOTE with Wireless connections SON9113 SONSNCCCH180 NETWORK 720p HD BULLET CAMERA IR ILLUMINATOR PoE JPEG,MPEG-4,H.264 IP66RATE	1,748.00	6,992.00
20	1	EA	CUS7064 CUSM2000241U U/UTP MODULAR PANEL 1U 24 PORT BLACK RACK TYPE EIA 19" RACK UNITS = 1	78.33	78.33
30	8	EA	CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	65.84
60	4	EA	ANI8599 PATCH CABLE CAT6 7' YELLOW	9.00	36.00
70	6	EA	ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	57.00
100	1	EA	277 MISC MATERIALS	300.00	300.00
110	4	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	995.00
130	1	Hrs	295 LABOR PER BID - ELECTRONIC	2,772.00	2,772.00
140	250		*CAT6 PLENUM CAT 6 PLENUM RATED	.45	112.50
160	1	EA	SNI8414 SNISMCGS8P-SMART PoE SWITCH 8 PORTS ETHERNET, FAST ETHERNET, GIGABIT ETHERNET	350.00	350.00

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QUOTE DT	QUOTE#	PG
07/31/11	00100026234	2

CUST PH#: 913-385-4622
CALLED IN BY: Kyle Shipps
CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

Service Address:
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
170	1	EA	277 Video Server - i5 2300 - 2U 2TB Video Storage Raid 1 4GB RRAM Win 7 Pro 64 bit	3,910.00	3,910.00
190	2	EA	VER8100 VERVXPI1000GB GIABIT POWER OVER ETHERNET POE ADAPTER IEEE 802.3af POE INJECTOR	64.50	129.00
200	2		*88 Wireless Radio Ubiquiti NS5M	142.00	284.00
210	1		*88 Wireless Backhaul Ubiquiti RocketM5	166.00	166.00
220	1		*88 Wireless Radio Antenna Ubiquiti 5Ghz 120 Sector AM-5G19-120	240.00	240.00
Thank you for the opportunity to quote.					

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.

Quotation is valid for 60 days.

Prepared by Kenton Brothers Service Rep: Penny Jackson

pennyj@kentonbrothers.com

816-842-5959,

Approved by Signature: _____

Print Name: _____ Date: _____

	LABOR	2,772.00
	PARTS	13,715.67
	OTHER	.00
	MISCELLANEOUS	.00
KS3G	SALES TAX 0.000%	.00
	TOTAL	16,487.67



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Prairie Village KS 66208

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1	EA	Comments: SONY POLICE DEPARTMENT 7 CAMERA ADD ON QUOTE SON9113 SONSNCCH180 NETWORK 720p HD BULLET CAMERA IR ILLUMINATOR PoE JPEG,MPEG-4,H.264 IP66RATE	1,748.00	1,748.00
30	14	EA	CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	115.22
50	4	EA	DIT8828 DITDTKMRJPOE POWER OVER ETHERNET POWER/VIDEO/DATA SURGE PROTECTION RJ45 IN/OUT	95.00	380.00
60	4	EA	ANI8599 PATCH CABLE CAT6 7' YELLOW	9.00	36.00
70	10	EA	ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	95.00
100	1	EA	277 MISC MATERIALS	500.00	500.00
110	7	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	1,741.25
120	3	EA	277 HOT SWAP DRIVE BAYS TO INCREASE STORAGE ON VIDEO SERVER	475.00	1,425.00
130	1	Hrs	295 LABOR PER BID - ELECTRONIC	5,346.00	5,346.00
140	2000		*CAT6 PLENUM CAT 6 PLENUM RATED	.45	900.00

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CUST PH#: 913-385-4622

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LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
200	3		*88 SONY SNCCH280 3MP IP CAMERA	2,148.00	6,444.00
210	1	EA	SON8679 SONSNC DH120 NETWORK CAMERA MINI DOME 720p HD PoE CAPABLE MPEG-4, JPEG & H.264 FORMATS	798.00	798.00
220	1	EA	SON8308 SONYTICB45 IN-CEILING MOUNT KIT FOR SNC-DH140,DF50N,SNC- DF80N,DF85N,DM110,DM160,DS10	84.50	84.50
230	1	EA	DEL10140 DEL2235534 POWER CONNECT 3524P 24 PORTS MANAGED SWITCH STACKING CAPABLE PoE	899.00	899.00
240	1	EA	DEL9792 DEL3202879 SMALL FORM FACTOR PLUGGABLE TRANSCEIVER WITH DUPLEX LC CONNECTOR 1.25 Gbps	325.00	325.00
250	1	EA	CLK8791 CLK246817 JUMPER LC TO SC CERAMIC TIP 6.6"	57.50	57.50
260	2	EA	SON9118 SONSNC DH210T/W NETWORK HD 1080p MINIDOME CAMERA VANDAL RESISTANT H.264,MPEG4,JPEG	748.00	1,496.00
Thank you for the opportunity to quote.					

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.
Quotation is valid for 60 days.
Prepared by Kenton Brothers Service Rep BILL HARRIS
Bill@kentonbrothers.com
816-842-5959, 226

Approved by Signature: _____

Print Name: _____ Date: _____

	LABOR	5,346.00
	PARTS	17,044.47
	OTHER	.00
	MISCELLANEOUS	.00
KS3G	SALES TAX 0.000%	.00
	TOTAL	22,390.47



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QUOTATION

QUOTE DT	QUOTE#	PG
04/24/12	00100030078	1

CUST PH#: 913-385-4622

CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906 City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208	Service Address: City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208
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LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1	EA	Comments: INTERVIEW ROOM CAMERA AND MICROPHONE SON8059	1,298.00	1,298.00
20	1		SONSNCCH140 NETWORK 720p HD FIXED CAMERA 3/8MM 12/24/POE H.264, MPEG-4, JPEG FORMATS		
30	1		*88 OMNI MICROPHONE HI/LO/GAIN/VOLUME CONTROLS SM1-P	82.99	82.99
40	1	EA	*88 MICROPHONE POWER AND IP CAMERA INTERACE USES POE FROM CAMERA	68.23	68.23
50	2	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	248.75
70	20		CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	16.46
80	3	EA	*22/4 STR 22 AWG 4 COND STRANDED	.20	4.00
90	150		ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	28.50
100	1		*CAT6 PLENUM CAT 6 PLENUM RATED 295 LABOR PER BID - ELECTRONIC	.45	67.50
				695.00	695.00

Thank you for the opportunity to quote.

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.

Quotation is valid for 60 days.

Prepared by Kenton Brothers Service Rep: Penny Jackson

pennyj@kentonbrothers.com

816-842-5959,

Approved by Signature: _____

Print Name: _____ Date: _____

LABOR	695.00
PARTS	1,814.43
OTHER	.00
MISCELLANEOUS	.00
KS3G SALES TAX 0.000%	.00
TOTAL	2,509.43



DEPARTMENT

Council Committee Meeting Date: June 18, 2012

Report and discussion regarding neighborhood attractions

BACKGROUND

Councilman Kelly and Councilman Wang were appointed to explore regulatory options with City Staff in addressing neighborhood attraction(s) that attract a large volume of people and/or vehicles to a residential area. As part of discussions, the attached outline was drafted to present to the City Council that describes what types of events would be regulated, an applicant permit process, compliance needs, and enforcement considerations.

ATTACHMENTS

Neighborhood Attraction(s) Ordinance Consideration Summary

PREPARED BY

Name: Wes Jordan
Title: Chief of Police
Date: June 13, 2012

NEIGHBORHOOD ATTRACTION(S)

Ordinance Consideration Summary

Decision Point: The desire to regulate neighborhood attractions by Special Use Permit in order to protect nearby property owners from a gathering of people or traffic congestion, which may be disruptive, obnoxious (aesthetics), unsafe or inappropriate given site conditions, traffic patterns, land use characteristics and the nature of the proposed use.

Purpose: To preserve public safety, health, welfare, and neighborhood tranquility.

What is a Neighborhood Attraction? A prolonged or repeated display or event, which attracts a large volume of people and/or vehicles to a residential area. Examples would include haunted houses, fundraisers, concerts, holiday displays, artwork, architecture, etc. Not included – estate sales, garage sales or block parties.

Applicant Permit Process - Complete a permit application packet that includes, but not limited to:

- Approval through petition of majority (?) of neighbors who may be impacted.
- Description of proposed event, hours of operation, duration, anticipated attendance, and any lights, signs, or structures used in conjunction with the event.
- A sketch plan showing the location of the proposed activities, structures and signs in relation to existing homes, property lines, etc.
- Any upgrade to utilities must be open to inspection by a Prairie Village Codes Official.
- Insurance Requirements (?).
- Applicant agrees to reimburse the City for all expenses including signage and/or personnel expenses if Off-Duty Police or Public Works employees are required by the Chief of Police.

Compliance:

1. The attraction shall not cause undue traffic congestion or accident potential given anticipated attendance and the design of adjacent streets, intersections and traffic controls.
2. The activity shall not endanger the public health, safety, or welfare given the nature of the activity, its location on the site and its relationship to neighboring structures.
3. The attraction shall not impair the usefulness, enjoyment or value of adjacent property due to the generation of excessive noise, smoke, odor, glare, litter or visual pollution.
4. Any structure used in conjunction with the Neighborhood Attraction Permit shall meet all sight distance and setback requirements, shall be subject to all other applicable codes, permits, and/or ordinances.
5. Any other condition of approval based on the event type.

Enforcement Considerations:

Violators would be subject to court appearances for non-compliance issues or failing to obtain a permit.

Fines/penalties would need to be established.

Violator(s) failing to appear in Court would be subject to arrest for failing to appear in Court.

How would a situation be handled if the person(s) refused to remove the attraction prior to the Court date?



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 18, 2012

Council Meeting Date: June 18, 2012

***COU2012-32: CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 2011 BOND, 2012 PAVING, AND 2012 CARS PROJECT**

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with McAnany Construction for Project 2011 BOND, 2012 Paving, and 2012 CARS Project, and other miscellaneous projects for \$5,100,000.00.

BACKGROUND

This project includes work on many streets throughout the City. It is funded primarily by the 2011 BOND proceeds, the 2012 Paving program, and the 2012 CARS Program. These streets will be rehabilitated and will include repair or replacement of the concrete and asphalt pavement. Drainage repairs are made on some streets as well. This project will not be complete until the end of 2013 so some streets will be completed in 2012 and others in 2013.

Included in the project is the paving of the Windsor Park Trail. This will be repaired and overlaid at its current width. This will be funded with the remaining funds from the Tomahawk Trail Project.

Included in the project is the rehabilitation of 71st Terrace from State Line Road to Eaton Street. This project will utilize the remaining 2009 Bond Funds.

Street Projects-

- 64th Street (Granada Drive to Delmar Drive)
- 68th Street (Fonticello Street to Roe Avenue)
- Fonticello Street (71st Street to 67th Street)
- 70th Terrace (Nall Avenue to Fonticello Street)
- 73rd Terrace (Widnsor Drive to Falmouth Drive)
- 74th Terrace (Windsor Street to Canterbury Drive)
- Canterbruy Drive (74th Terrace to Windsor Street)
- 72nd Street (Cherokee Drive to 71st Terrace)
- 78th Street (Juniper Drive to Roe Avenue)
- 78th Street (Roe Avenue to Fontana Road)
- Pawnee Drive (75th Street to 77th Street)
- Outlook Drive (81st to Reeds Street)
- Rosewood Drive (Somerset Drive to 87th Street)
- 90th Street (Roe Avenue to Delmar Road)
- 93rd Street (Mission Road to Delmar Road)
- 71st Terrace (Stateline Road to Eaton Street) 2009 Bond Funds
- 69th Terrace (Nall Avenue to Fonticello Street)
- Reeds Street (81st Street to 79th Street)

81ST Street (Somerset Drive to Canterbury Street)
Canterbury Street (81St Street to Somerset Drive)
Linden Drive CDS (South of 86th Street)
72nd Street (Roe Avenue to Tomahawk Road)
74th Street (Village Drive to Mission Road)
Windsor Park Trail Repairs
Somerset Drive- (Roe Avenue to Nall Avenue) CARS

On June 1, 2012, the City Clerk opened bids for the project. Four bids were received:

McAnany Construction	\$4,680,000.00
Miles Excavating	\$4,689,893.01
J.M. Fahey Construction	\$4,832,373.30
O'Donnell & Sons Construction	\$5,037,831.85
Engineer's Estimate	\$5,495,409.00

The Engineer has reviewed all bids and has recommended award of the low bid.

There is \$5,100,000 budgeted for this project and the contract will be awarded for \$5,100,000.00. Due to the fact that the bids came in better than expected we should be able to construct more streets than listed above. The scope of work could change on an individual street such as a complete reconstruction versus a mill and overlay causing less funds to be available for additional streets.

FUNDING SOURCES

Funding is available under the 2011 BOND Project (BOND0002), the 2012 Paving Program (PAVP2012), and the 2012 CARS Project (SODR0002), 2009 BOND Project (190890), and the Tomahawk Trail Project (190662).

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Construction Agreement with McAnany Construction.

PREPARED BY

Keith Bredehoeft, Project Manager

June 5, 2012

CONSTRUCTION AGREEMENT

For

PROJECT: 2011 BOND, 2012 PAVING & CARS

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

McANANY CONSTRUCTION, INC.

CONSTRUCTION CONTRACT
FOR
PROJECT: 2011 BOND, 2012 PAVING & CARS
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
MCANANY CONSTRUCTION, INC.

THIS AGREEMENT, is made and entered into this ____ day of _____, 2012, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and McAnany Construction, Inc. , hereinafter termed in this agreement, "Contractor", for the construction and completion of Project , designated, described and required by the Project Manual and Bid proposal, to wit:

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

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

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

Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion when required under the Contract is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the required date for Total Completion for the Total Project or Project Segments attributable solely or concurrently to (i) an act or omission of

Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Total Completion date. Such amount shall be deducted from any amounts due Contractor under this agreement.

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

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

1. **DEFINITIONS:**

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

CONTRACT PRICE shall be the amount identified in the Construction Agreement between

the City and the Contractor as the total amount due the Contractor for total completion of the Work as per the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

- have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain

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

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

4. WORK SUPERINTENDENT

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

5. PROJECT MANAGER

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

site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

consistent with the intent of this Contract.

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

6. WORK SCHEDULE:

- 6.1 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence work to be done under this Contract.
- 6.2 The rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract Documents on or before the completion date for the construction period named in the contract agreement, subject to any extension or extensions of such time made as hereinafter provided.
- 6.3 The Contractor shall be required to furnish the Project Manager with a schedule setting forth in detail (in the critical path method) the sequences proposed to be followed, and

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

7. DELAYS AND EXTENSIONS OF TIME

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

proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

8. ADVERSE WEATHER:

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

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

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

- 8.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on their daily construction report, the occurrence of adverse weather and resultant impact to normally scheduled work.

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

9. PAYMENT PROCEDURE:

- 9.1 The Contractor warrants that title to all Work covered by an Application for Payment will

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

- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the work is not progressing according to agreed upon schedule by both parties.

9.9 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

9.10 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

10. COMPLETION AND FINAL PAYMENT

10.1 Work completion shall be defined as all elements of the Work or work segment, being complete including all subsidiary items and "punch-list" items.

10.2 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

10.3 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

- 10.4 The City shall make final payment of all sums due the Contractor within thirty days of the later of the Project Manager's execution of a final Certificate for Payment.
- 10.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

11. CLAIMS BY THE CONTRACTOR

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

- prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract amount based on the proposed quantity and the contract unit price).
- 11.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 11.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 11.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 11.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 11.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 11.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided

herein.

- 11.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

12. CHANGES IN THE WORK

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

changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

- 12.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

13. INSURANCE AND HOLD HARMLESS.

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

- 13.6 The Contractor shall satisfactorily shore, support, and protect all structures and all pipes, sewers, drains, conduits, and other utility facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra compensation because of any postponement, interference, or delay caused by any such structures and facilities being on the line of the Work whether they are shown on the plans or not, specifically including, but not limited to, damages due to delay in utility relocation.
- 13.7 The Contractor shall secure and maintain, throughout the duration of this Contract, insurance from a company authorized to do business in the State of Kansas. Such insurance shall be of such types and in such amounts as may be necessary to protect himself and the interests of the City and agents of the City against all hazards or risks of loss as hereinafter specified including an endorsement covering explosion, collapse, blasting and damage to underground property if applicable as specified in these Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate insurance coverage shall not relieve it of any contractual responsibility or obligation. The insurance shall be provided on an occurrence basis and, not claims made basis.
- 13.8 The City and the Project Manager shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 13.9 The Contractor shall secure and maintain through the duration of this Contract insurance on an occurrence basis of such types and in such amounts as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
- 13.10 Satisfactory certificates of insurance shall be filled with the City prior to the Contractor starting any construction work on this Contract. The Certificates shall state that the thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City, at the City option, may be the basis for the City exercising its right to terminate the Contract.
- 13.11 The liability limits shall be as stated:
- Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

\$300,000 single limit (on contracts less than \$100,000)
\$1,000,000 single limit (on contracts \$100,000 and more)

- Commercial General Liability. This insurance shall be written in comprehensive form including Products, completed operations and Personal and Advertising injury and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under this Contract entitled "Insurance and Hold Harmless." The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. Unless otherwise specified, Contractor's insurance shall include the following:

\$2,000,000 combined single limit (on contracts in excess of \$100,000)
\$300,000 combined single limit (on contracts in excess of \$10,000 to \$100,000)
\$100,000 combined single limit (on contracts of \$10,000 and less)

- Additional Insurance: Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

- 13.12 For parts of this contract that are partially funded by Johnson County's C.A.R.S. Program the following shall apply:

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

14. INDEMNITY

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

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

are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 14.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City and County from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 14.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City and County or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or County's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 14.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City or County for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 14.5 With respect to the City's or County's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.
- 14.6 For parts of this contract that are partially funded by Johnson County's C.A.R.S. Program the following Indemnification Clause shall apply:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her subcontractors, agents or employees in the performance of this contract.

15. SUCCESSORS AND ASSIGNS

- 15.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 15.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for

services rendered or materials supplied for the performance of the Work called for in this Contract.

- 15.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 15.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 15.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 15.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 15.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 15.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in conformance with the requirements of the Project Manual.

16. NON-DISCRIMINATION LAWS

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

17. RELATIONS WITH OTHER CONTRACTORS:

- 17.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.
- 17.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 17.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

- 17.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 17.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

18. RIGHT OF CITY TO TERMINATE

- 18.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein.
- 18.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization.

19. MISCELLANEOUS:

- 19.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of

good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

- 19.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 19.3 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 19.4 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 19.5 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 19.6 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 19.7 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

- 19.8 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 19.9 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 19.10 The Contractor shall keep fully informed of all existing and current regulations of the City, and County, State, and National Laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 19.11 Nothing contained in these Project Manual shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 19.12 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 19.13 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 19.14 Contractor specifically acknowledges and confirms that: 1.) he/she has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he/she has furnished copies of all Contract Documents to his/her insurance carrier(s) and his/her surety(ies); and 3.) his/her insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 19.15 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 19.16 This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

WITNESSETH:

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

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

By _____
(signed)

Ronald L. Shaffer _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

(typed company name)

7700 Mission Road _____

(typed address)

Prairie Village, Kansas, 66208 _____

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

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

2013 BUDGET

Capital Projects

Agenda

2

- 2012 Projects
- Infrastructure Condition Inventory
- Unfunded Projects
- Comparisons to Funding Targets
- Recommended Program
- General Discussion

2012 CIP Current & Planned Work

3

Street Projects

- ❑ Somerset Drive - Roe Avenue to Nall Avenue (2012 CARS)
- ❑ Sagamore Drive- 75th Street to 76th Street (2012 CDBG)
- ❑ Outlook Drive- 81st Street to Reeds Street
- ❑ Reeds Street- 79th Street to Somerset Drive
- ❑ 69th Terrace- Fonticello Street to Nall Avenue
- ❑ 81st Street- Somerset Drive to Canterbury Drive
- ❑ Canterbury Drive- 81st Street to Somerset Drive
- ❑ 72nd Street- Tomahawk Drive to Roe Avenue
- ❑ 74th Street- Mission Road to Village Drive
- ❑ 71st Terrace- State Line Road to Eaton Street

Drainage Projects

- ❑ 2012 Drainage Repair Program - Inlet replacements and fixing drainage problems
- ❑ Mission Road Culvert Replacement (City of Leawood Administered Project)
- ❑ Drainage Master Plan

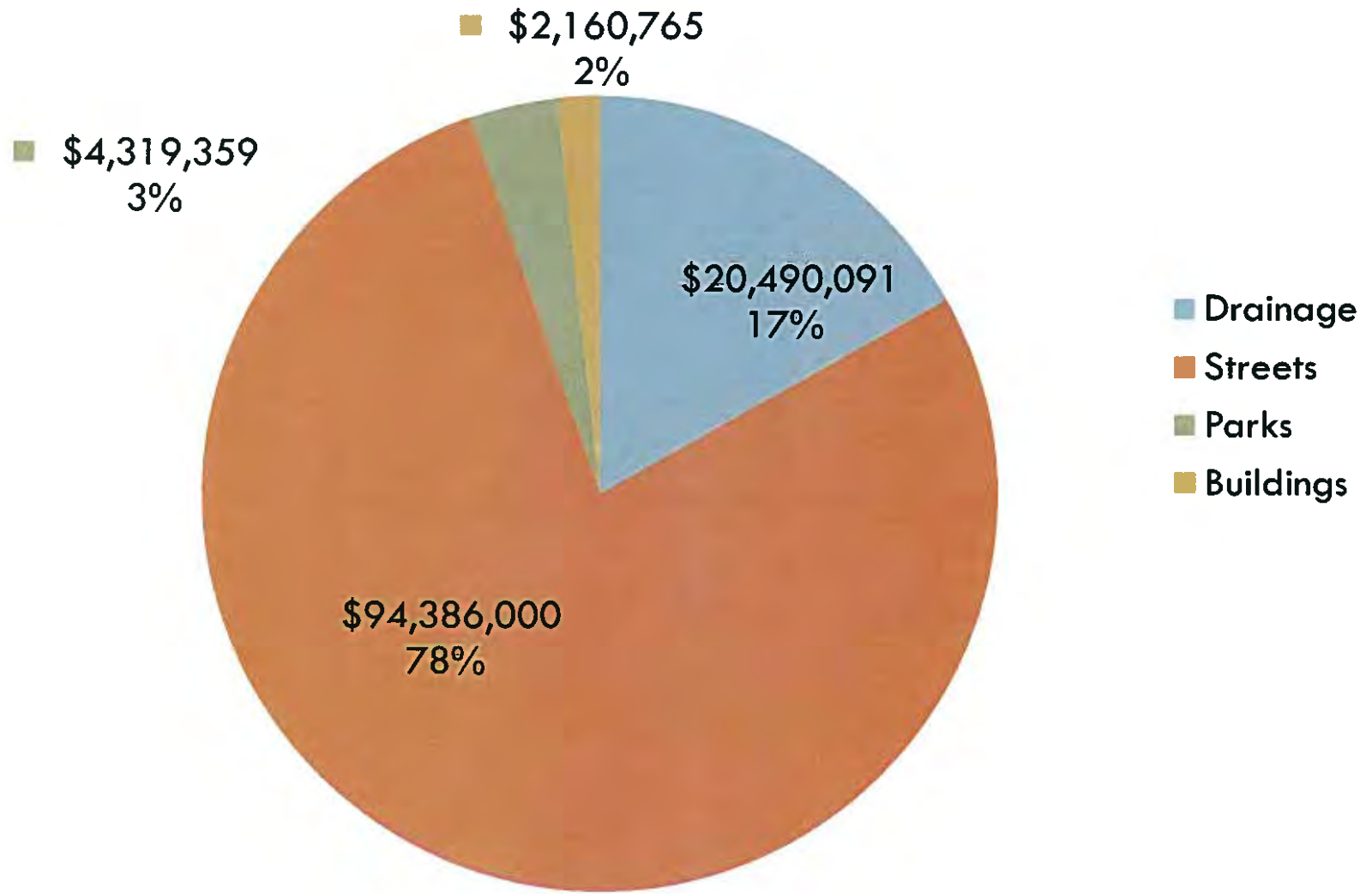
Parks Projects

- ❑ Windsor Park Trail resurfacing

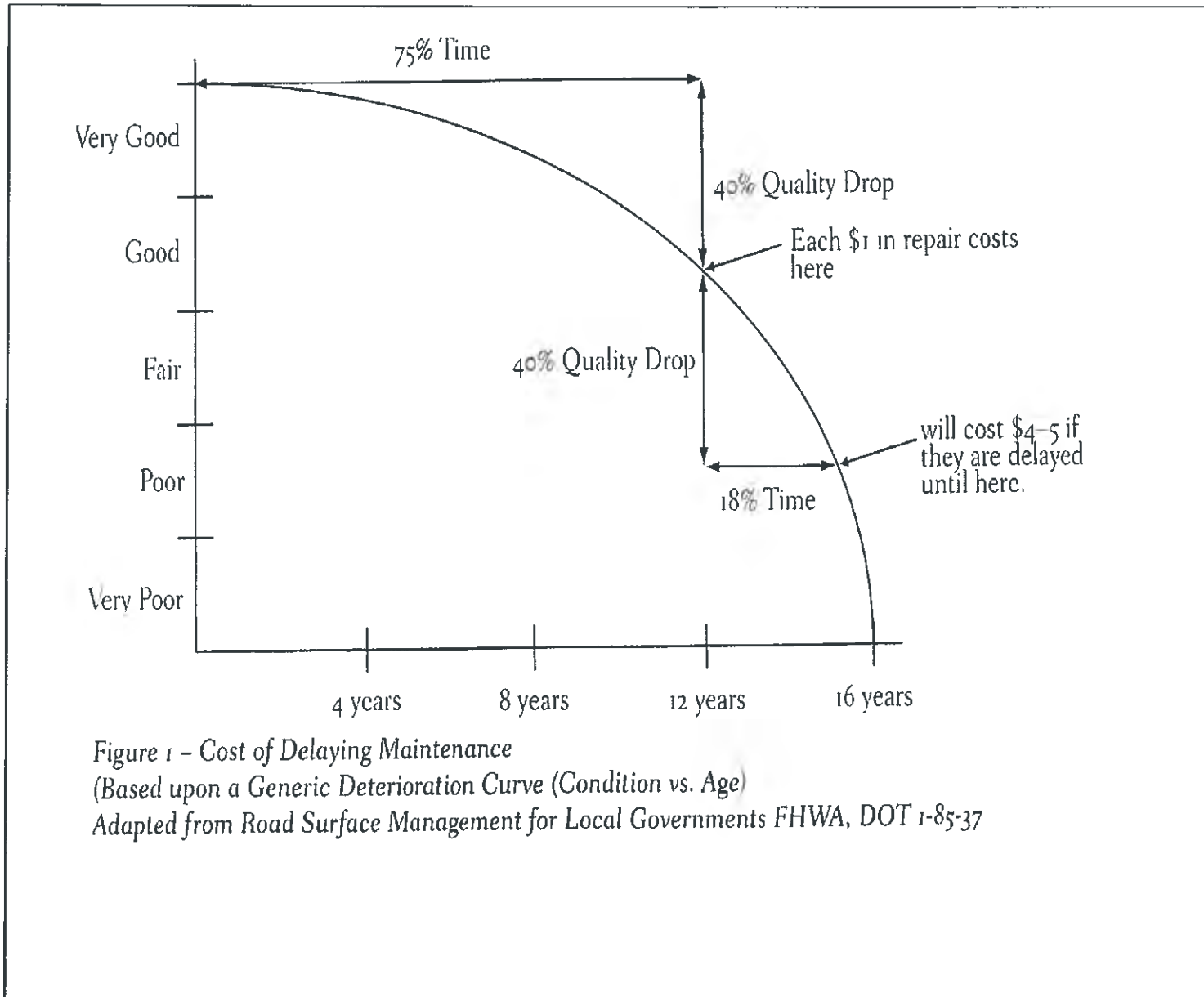
Other

- ❑ 2012 Concrete Repair Program

Infrastructure Values (2011)



■ Deterioration Curve



2012 Condition Summary

Infrastructure Type	Poor	Fair	Good	Excellent
Drainage - Pipes	2%	4%	14%	81%
Drainage - Channels	4%	7%	35%	53%
Drainage - Structures	3%	4%	15%	78%
Streets - Arterial & Collector	5%	8%	46%	41%
Streets - Residential	6%	8%	56%	31%
Sidewalks	-	-	-	-
Curbs	2%	3%	6%	89%
Ramps	3%	46%	1%	50%
Traffic Signs	2%	2%	2%	94%
Street ID Signs	4%	1%	2%	93%
Sculptures	4%	39%	57%	0%
Trees	4%	5%	16%	75%
City Hall		10%	80%	10%
Police Building			89%	11%
Community Center			89%	11%
Public Works Facility	2%	31%	64%	2%
Harmon Park		18%	82%	
Aquatic Complex		30%	70%	
Harmon Skate Park	29%		71%	
Santa Fe Trail Park			90%	10%
Bennett Park			100%	
Franklin Park		7%	50%	43%
Meadowlake Park		13%	87%	
McCrum Park			100%	
Porter Park		8%	92%	
Weltner Park			30%	70%
Windsor Park	8%		92%	
Smaller Parks		5%	95%	

General Fund Transfer to CIP

8

- ▣ 2013 Transfer - \$2.5M

- ▣ 2012 Transfer - \$1.6M
- ▣ 2011 Transfer - \$816,650
- ▣ 2010 Transfer - \$1.89M
- ▣ 2009 Transfer - \$2.14M

- ▣ Transfer to CIP impacted by 2009 & 2011 bond payment schedule

- ▣ Other sources of funding:
 - Gas Tax
 - Stormwater Utility Fee
 - Liquor Tax
 - CDBG, SMAC, CARS, STP Funds



All Funds/Programs

(Drainage, Streets, Parks, Buildings & Other)

9

Annual Target		\$ 7,000,000
Previously Allocated (2012 CIP) – pre-bond issue		\$ 2,171,000
2011 Bond Issue ¹		\$ 1,800,000
Additional 2013 General Fund Transfer ²	\$ 1,854,323	
Other Increases		<u>\$ 647,032</u>
		\$ 6,472,355

2013 Debt Service \$ 2,237,061

¹ Assumes 50% of total expenditures in 2013

² One transfer from 2011 Year End Balance

Street Funds

(Overlay & Reconstruction)

Annual Target	\$ 4,500,000
Previously Allocated (in 2012 CIP)	\$ 808,000
2011 Bond Issue ¹	\$ 1,800,000
Additional 2013 General Fund Transfer ²	\$ 1,646,855
Other Increases	<u>\$ 385,500</u>
	\$ 4,640,355

2013 Debt Service for Streets: \$ 1,676,381

¹ Assumes 50% of total expenditures in 2013

² One transfer from 2011 Year End Balance

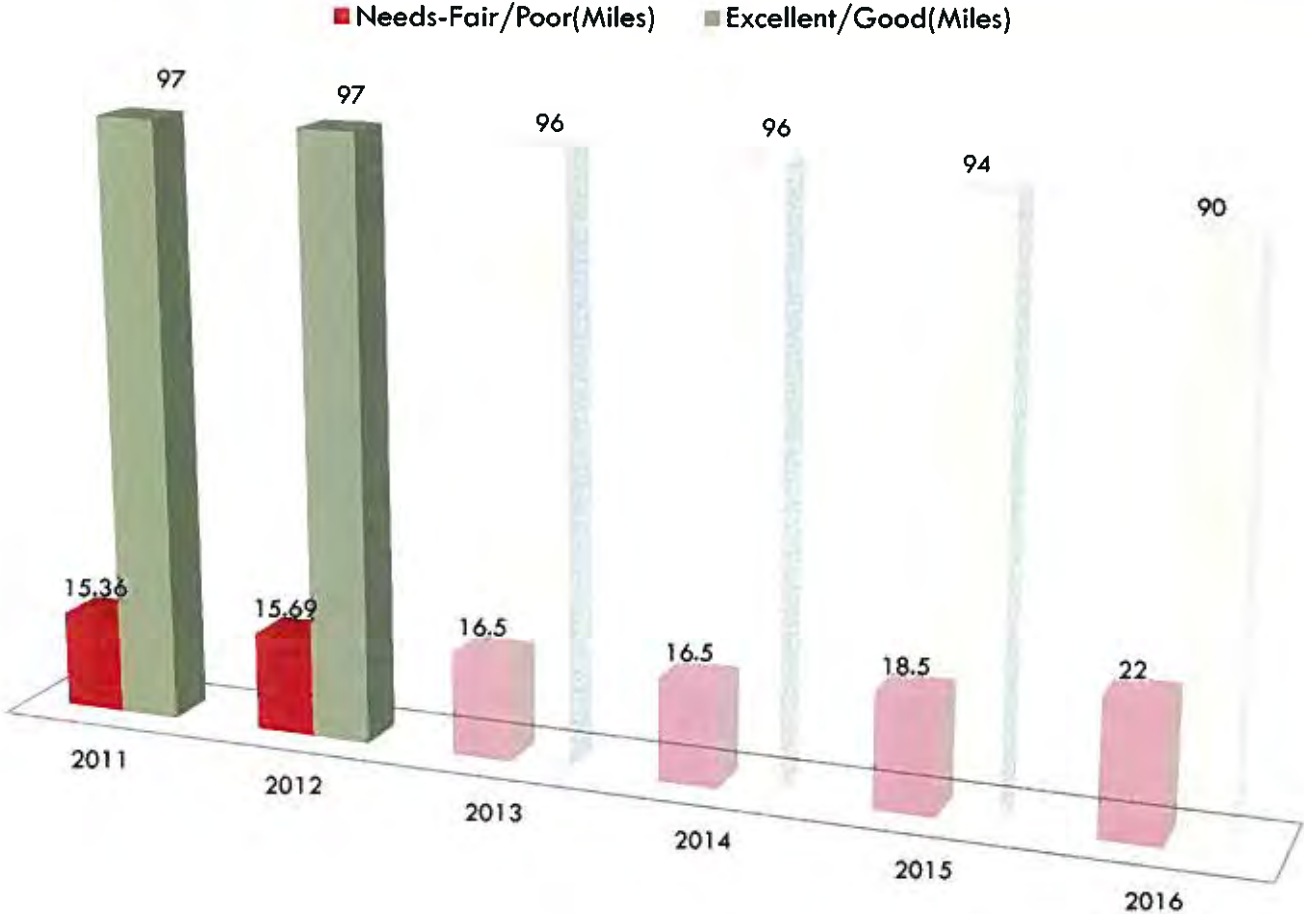
Street Conditions & Improvements

11

■ Needs-Fair/Poor(Miles) ■ Improved(Miles)



Street Conditions



Recommended Program-Parks

13

APPROVED 2012 PROJECTS	PROJECT DESCRIPTION	2013 PROJECTS	2014 PROJECTS	2015 PROJECTS	PROJECT TOTAL
PARKS					
	Swimming Pool Reserve	\$ 83,000	\$ 83,000	\$ 83,000	\$ 249,000
	PARK TOTAL PER YEAR	\$ 83,000	\$ 83,000	\$ 83,000	\$ 249,000

PROPOSED PROJECTS	2013 PROJECT DESCRIPTION	CURRENT RESERVE	2013 EXPENDITURES	2014 EXPENDITURES	2015 EXPENDITURES	2016 EXPENDITURES	PROJECT TOTAL
PARKS							
	Park Infrastructure Reserve (formerly Pool Rsv)	\$ 157,267	\$ 95,000	\$ 95,000	\$ 95,000	\$ 95,000	\$ 537,267
	Aquatic Center Assessment Plan		\$ 50,000				\$ 50,000
	Harmon Park Tennis Courts		\$ 67,000	\$ 440,000	\$ 294,000		\$ 801,000
	Parks Improvements (PMP)				\$ 22,500	\$ 290,500	\$ 313,000
	PARK TOTAL PER YEAR	\$ 157,267	\$ 212,000	\$ 535,000	\$ 411,500	\$ 385,500	\$ 1,701,267

Aquatic Center Assessment

14

- Approaching PMP schedule for pools rehabilitation/ replacement (~ 2017)
- Need for outside expertise/ additional resources to provide detailed estimates of needs & schedules
- Primary focus: physical condition of infrastructure
- New/ different facilities also considered, after decisions re: new Community Center pool(s)
- Process would include public involvement

Recommended Program-Drainage

APPROVED 2012 PROJECTS	PROJECT DESCRIPTION	2013 EXPENDITURE	2014 EXPENDITURE	2015 EXPENDITURE	PROJECT TOTAL
DRAINAGE					
	Water Discharge Program			\$ 10,000	\$ 10,000
	Drainage Repair Program	\$ 400,000	\$ 400,000	\$ 500,000	\$ 1,300,000
	DRAINAGE TOTAL PER YEAR	\$ 400,000	\$ 400,000	\$ 510,000	\$ 1,310,000

PROPOSED 2013 PROJECTS	PROJECT DESCRIPTION	CURRENT RESERVE	2013 EXPENDITURES	2014 EXPENDITURES	2015 EXPENDITURES	2016 EXPENDITURES	PROJECT TOTAL
DRAINAGE							
	Water Discharge Program	\$ 27,239		\$ 10,000			\$ 37,239
	Drainage Repair Program		\$ 200,000	\$ 210,000	\$ 220,000	\$ 230,000	\$ 860,000
	Drainage Master Plan Projects		\$ 540,000	\$ 280,000	\$ 510,000	\$ 510,000	\$ 1,840,000
	DRAINAGE TOTAL PER YEAR	\$ 27,239	\$ 740,000	\$ 490,000	\$ 740,000	\$ 740,000	\$ 2,737,239

Recommended Program-Streets

16

APPROVED PROJECTS	2012 PROJECT DESCRIPTION	2013 EXPENDITURE	2014 EXPENDITURE	2015 EXPENDITURE	PROJECT TOTAL
STREETS					
	75th St - State Line Rd to Mission Rd	\$ 50,000	\$ 2,525,900		\$ 2,575,900
	Paving Program	\$ 170,000	\$ 60,000	\$ 1,850,000	\$ 2,080,000
	Somerset Dr - Belinder to Reinhardt (CARS)	\$ 638,000			\$ 638,000
	CDBG Project		\$ 225,000		\$ 225,000
	Somerset Dr - State Line to Belinder (CARS)	\$ 75,000	\$ 682,000		\$ 757,000
	Roe Ave - 79th St to 83rd St (CARS)		\$ 75,000	\$ 515,000	\$ 590,000
	Roe Ave - 63rd St to 67th St (CARS)			\$ 75,000	\$ 75,000
STREET TOTAL PER YEAR		\$ 933,000	\$ 3,567,900	\$ 2,440,000	\$ 6,940,900

PROPOSED PROJECTS	2013 PROJECT DESCRIPTION	CURRENT RESERVE	2013 EXPENDITURES	2014 EXPENDITURES	2015 EXPENDITURES	2016 EXPENDITURES	PROJECT TOTAL
STREETS							
	75th St - State Line Rd to Mission Rd		\$ 50,000	\$ 2,525,900			\$ 2,575,900
	Traffic Calming Program	\$ 65,320					\$ 65,320
	Paving Program		\$ 2,036,355	\$ 554,139	\$ 1,146,000	\$ 723,500	\$ 4,459,994
	Somerset Dr - Belinder to Reinhardt (CARS)		\$ 804,000				\$ 804,000
	CDBG Project			\$ 225,000		\$ 225,000	\$ 450,000
	2011 Street Bond		\$ 1,800,000				\$ 1,800,000
	Somerset Dr - State Line to Belinder (CARS)		\$ 75,000	\$ 682,000			\$ 757,000
	Roe Ave - 79th St to 83rd St (CARS)			\$ 75,000	\$ 515,000		\$ 590,000
	Roe Ave - 63rd St to 67th St (CARS)				\$ 75,000	\$ 882,000	\$ 957,000
	Roe Ave - 67th St to 71st St (CARS)					\$ 75,000	\$ 75,000
STREET TOTAL PER YEAR			\$ 4,765,355	\$ 4,062,039	\$ 1,736,000	\$ 1,905,500	\$ 12,534,214

Recommended Program- Buildings

APPROVED PROJECTS	2012 PROJECT DESCRIPTION	2013 EXPENDITURE	2014 EXPENDITURE	2015 EXPENDITURE	PROJECT TOTAL
BUILDINGS					
	Buildings Reserve	\$ -	\$ -	\$ -	-
	BUILDINGS TOTAL PER YEAR	\$ -	\$ -	\$ -	-

PROPOSED PROJECTS	2013 PROJECT DESCRIPTION	CURRENT RESERVE	2013 EXPENDITURES	2014 EXPENDITURES	2015 EXPENDITURES	2016 EXPENDITURES	PROJECT TOTAL
BUILDINGS							
	Buildings Reserve	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	150,000
	BUILDINGS TOTAL PER YEAR	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ 50,000	150,000

Recommended Program- Other

APPROVED PROJECTS	2012 PROJECT DESCRIPTION	2013 EXPENDITURE	2014 EXPENDITURE	2015 EXPENDITURE	PROJECT TOTAL
OTHER					
	ADA Compliance Program	\$ 25,000	\$ 25,000	\$ 25,000	\$ 75,000
	Concrete Repair Program	\$ 730,000	\$ 600,000	\$ 650,000	\$ 1,980,000
	OTHER TOTAL PER YEAR	\$ 755,000	\$ 625,000	\$ 675,000	\$ 2,055,000

PROPOSED PROJECTS	2013 PROJECT DESCRIPTION	CURRENT RESERVE	2013 EXPENDITURES	2014 EXPENDITURES	2015 EXPENDITURES	2016 EXPENDITURES	PROJECT TOTAL
OTHER							
	ADA Compliance Program	\$ 47,217	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 147,217
	Concrete Repair Program		\$ 730,000	\$ 760,000	\$ 800,000	\$ 840,000	\$ 3,130,000
	OTHER TOTAL PER YEAR		\$ 755,000	\$ 785,000	\$ 825,000	\$ 865,000	\$ 3,277,217

Special Issues

■ 19

- “Out Years” Parks Master Plan (PMP) Projects
 - Pro: Need to Continue Work on PMP Projects
 - Con: Need to Focus on what is “broken” (Streets) first

- Council direction –
 - Desire more funding in infrastructure?

Property Tax Information

20

- Mill Levy Information for Prairie Village
 - 1.0 mill = \$282,000
 - 2.0 mill = \$564,000
 - 3.0 mill = \$846,000

- Additional \$24.00 per year, per household, per mill

2013 BUDGET

June 18, 2012

Agenda

2

- Budget Summary – All Funds
- Solid Waste Fund
- Stormwater Utility Fund
- Bond & Interest Fund
- Economic Development Fund
- Equipment Reserve Fund

Budget Summary – All Funds

3

□ Budgeted Funds Only

□ Revenues:	\$21,586,670
□ Transfers In:	\$1,016,219
□ Expenditures:	\$18,905,885
□ Transfers Out:	\$5,346,666

□ All Funds

□ Revenues:	\$22,917,710
□ Transfers In:	\$5,346,666
□ Expenditures:	\$27,565,940
□ Transfers Out:	\$5,346,666

Solid Waste Fund

4

□ Solid Waste Fee Update

- Special assessment on property tax bill
 - 2010 Assessment: \$177.62
 - 2011 Assessment: \$200.74
 - 2012 Assessment: \$200.74
 - **2013 Assessment: \$200.74**
-
- Contract renewal / bid in 2013 for January 2014 start

Stormwater Utility Fund

5

- Stormwater Utility Fund Update
 - Special assessment on the property tax bills
 - Fee assessed per square foot of impervious area
 - 2011 rate was \$0.039/sq. ft.
 - 2012 rate was \$0.040/sq. Ft.
 - **2013 rate budgeted at \$0.040/sq. ft.**

Bond & Interest Fund

6

- Debt service payments on the City's outstanding bonds
- 2011A bond issue was for \$4,555,000
- Total principal = \$10,974,064
- The City's outstanding bonds will be paid off in 2021

Economic Development Fund

7

□ Uses

□ Purposes per Ordinance 2153 –

- Disburse and Expend Funds for Economic Development Projects
- Foster and Promote Economic Development
- Land Acquisition and/or Disposal for Economic Development Purposes

□ Balance on 12/31 - \$2.0M (projected)

Projects	2010	2011	2012	2013
Exterior Grant Program	\$ 45,565	\$ 36,821	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	10,000	
Johnson County Home Repair Program	-	-	20,000	20,000
KCADDC Joint Membership w/Chamber	2,664	2,664	2,700	3,000
	\$ 48,229	\$ 39,485	\$ 82,700	\$ 73,000

Equipment Reserve Fund

8

□ Proposed uses in 2013

□ IT Projects	= \$237,000
□ Equipment / Vehicle Replacement	= <u>\$190,289</u>
TOTAL	\$427,289

Next Steps

9



- June 25th – Operating & CIP Budget (cont.) – if needed
- July 16th – Permission to publish the budget
- August 6th – Public hearing and adoption of the budget

**City of Prairie Village
2013 Budget
Budget Summary - All Funds**

	General Fund	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Rec	Special Alcohol	Bond & Interest	Subtotal - Budgeted Funds
Fund Balance 1/1	5,667,486	285,747	36,121	345,918	-	29,464	(45,121)	6,319,616
Revenues:								
Property Taxes	4,224,171	-	-	-	-	-	1,331,491	5,555,662
Sales Taxes	4,586,904	-	-	-	-	-	-	4,586,904
Use Tax	868,837	-	-	-	-	-	-	868,837
Motor Vehicle Tax	456,712	-	-	-	-	-	145,993	602,705
Liquor Tax	95,422	-	-	-	95,422	95,422	-	286,266
Franchise Fees	1,787,100	-	-	-	-	-	-	1,787,100
Licenses & Permits	472,497	2,300	-	4,600	-	-	-	479,397
Intergovernmental	-	-	565,813	-	-	-	-	565,813
Charges for Services	1,833,534	1,721,187	-	1,532,627	-	-	-	5,087,348
Fines & Fees	1,166,406	-	-	-	-	-	-	1,166,406
Recreational Fees	469,238	-	-	-	-	-	-	469,238
Bond Proceeds	-	-	-	-	-	-	-	-
Interest on Investments	30,000	2,900	-	1,000	-	-	-	33,900
Miscellaneous	78,094	19,000	-	-	-	-	-	97,094
Total Revenue	16,068,915	1,745,387	565,813	1,538,227	95,422	95,422	1,477,484	21,586,670
Transfers from Other funds:								
Transfer from General Fund	-	-	-	-	-	-	280,000	280,000
Transfer from Solid Waste Management	-	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	423,467	-	-	-	-	-	312,752	736,219
Transfer from Special Highway Fund	-	-	-	-	-	-	-	-
Transfer from Special Parks & Rec Fund	-	-	-	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-	-
Total	423,467	-	-	-	-	-	592,752	1,016,219
Total Sources	16,492,382	1,745,387	565,813	1,538,227	95,422	95,422	2,070,236	22,602,889
Expenditures:								
Personal Services	8,764,177	24,425	-	-	-	68,326	-	8,856,928
Contract Services	4,397,875	1,717,109	-	3,000	-	18,568	-	6,136,552
Commodities	1,072,374	200	-	-	-	3,963	-	1,076,537
Capital Outlay	299,850	-	-	-	-	-	-	299,850
Debt Service	-	-	-	-	-	-	2,013,018	2,013,018
Infrastructure	-	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-	-
Contingency	500,000	-	-	23,000	-	-	-	523,000
Total Expenditures	15,034,276	1,741,734	-	26,000	-	90,857	2,013,018	18,905,885
Transfers to Other Funds:								
Transfer to General Fund	-	-	-	423,467	-	-	-	423,467
Transfer to Bond & Interest Fund	280,000	-	-	312,752	-	-	-	592,752
Transfer to Capital Infrastructure Fund	2,518,855	-	565,813	840,357	95,422	-	-	4,020,447
Transfer to Risk Management Fund	35,000	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	275,000	-	-	-	-	-	-	275,000
Total	3,108,855	-	565,813	1,576,576	95,422	-	-	5,346,666
Total Uses	18,143,131	1,741,734	565,813	1,602,576	95,422	90,857	2,013,018	24,252,551
Sources Over(Under) Uses	(1,650,749)	3,653	-	(64,349)	-	4,565	57,218	(1,649,662)
Fund Balance @ 12/31	4,016,738	289,400	36,121	281,569	-	34,029	12,097	4,669,954

**City of Prairie Village
2013 Budget
Budget Summary - All Funds**

Capital Infrastructure	Risk Management	Economic Development	Equipment Reserve	CID Corinth	CID PV Shops	All Funds Total
5,435,232	87,185	2,044,055	391,906	449,138	465,800	15,192,932
-	-	-	-	-	-	5,555,662
-	-	-	-	430,000	430,000	5,446,904
-	-	-	-	-	-	868,837
-	-	-	-	-	-	602,705
-	-	-	-	-	-	286,266
-	-	-	-	-	-	1,787,100
-	-	-	-	-	-	479,397
458,500	-	-	-	-	-	1,024,313
-	-	-	-	-	-	5,087,348
-	-	-	-	-	-	1,166,406
-	-	-	-	-	-	469,238
-	-	-	-	-	-	-
-	300	10,000	2,000	120	120	46,440
-	-	-	-	-	-	97,094
458,500	300	10,000	2,000	430,120	430,120	22,917,710
2,518,855	35,000	-	275,000	-	-	3,108,855
-	-	-	-	-	-	-
840,357	-	-	-	-	-	1,576,576
565,813	-	-	-	-	-	565,813
95,422	-	-	-	-	-	95,422
-	-	-	-	-	-	-
4,020,447	35,000	-	275,000	-	-	5,346,666
4,478,947	35,300	10,000	277,000	430,120	430,120	28,264,376
-	-	-	-	-	-	8,856,928
-	45,000	73,000	-	800,000	800,000	7,854,552
-	-	-	-	-	-	1,076,537
-	-	-	430,000	-	-	729,850
-	-	-	-	-	-	2,013,018
6,522,355	-	-	-	-	-	6,522,355
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	523,000
6,522,355	45,000	73,000	430,000	800,000	800,000	27,576,240
-	-	-	-	-	-	423,467
-	-	-	-	-	-	592,752
-	-	-	-	-	-	4,020,447
-	-	-	-	-	-	35,000
-	-	-	-	-	-	-
-	-	-	-	-	-	275,000
-	-	-	-	-	-	5,346,666
6,522,355	45,000	73,000	430,000	800,000	800,000	32,922,906
(2,043,408)	(9,700)	(63,000)	(153,000)	(369,880)	(369,880)	(4,658,530)
3,391,824	77,485	1,981,055	238,906	79,258	95,920	10,534,402

**City of Prairie Village
General Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 4,753,210	\$ 4,694,029	\$ 5,535,465	\$ 5,667,486
Revenues:				
Property Taxes	4,968,839	3,968,400	4,192,109	4,224,171
Sales Taxes	4,134,519	4,496,523	4,172,000	4,586,904
Use Tax	708,660	847,522	726,000	868,837
Motor Vehicle Tax	511,448	403,495	353,040	456,712
Liquor Tax	78,666	93,541	83,000	95,422
Franchise Fees	1,835,750	1,805,148	1,899,800	1,787,100
Licenses & Permits	436,285	463,187	454,900	472,497
Intergovernmental	-	-	-	-
Charges for Services	1,717,491	1,779,785	1,744,000	1,833,534
Fines & Fees	992,645	1,154,857	992,000	1,166,406
Recreational Fees	473,123	457,726	448,950	469,238
Interest on Investments	29,599	14,023	40,000	30,000
Miscellaneous	44,834	153,565	58,700	78,094
Total Revenue	15,931,859	15,637,773	15,164,499	16,068,915
Transfers from Other funds:				
Transfer from Stormwater Utility Fund	443,551	450,000	450,000	423,467
Total	443,551	450,000	450,000	423,467
Total Sources	16,375,410	16,087,773	15,614,499	16,492,382
Expenditures:				
Personal Services	8,094,086	8,251,237	8,820,431	8,764,177
Contract Services	3,630,192	3,634,404	4,337,301	4,397,875
Commodities	907,801	864,272	1,032,518	1,072,374
Capital Outlay	261,610	430,026	346,050	299,850
Contingency	-	-	500,000	500,000
Total Expenditures	12,893,689	13,179,938	15,036,300	15,034,276
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	1,891,743	901,649	1,616,649	2,518,855
Transfer to Bond & Interest Fund	1,208,257	-	-	280,000
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-
Transfer to Equipment Reserve Fund	405,902	253,230	252,500	275,000
Total	3,540,902	1,189,879	1,904,149	3,108,855
Total Uses	16,434,591	14,369,818	16,940,449	18,143,131
Sources Over(Under) Uses	(59,181)	1,717,956	(1,325,950)	(1,650,749)
Fund Balance @ 12/31	\$ 4,694,029	\$ 6,411,984	\$ 4,209,515	\$ 4,016,738

Funding Sources: Property tax, sales tax, franchise fees, grants from other governments, user fees and charges.

Expenditures: General operating expenditures and a portion of infrastructure improvement expenditures.

**City of Prairie Village
Solid Waste Management Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 178,638	\$ 179,953	\$ 199,080	\$ 285,747
Revenues:				
Licenses & Permits	2,013	2,310	4,000	2,300
Charges for Services	1,477,493	1,663,312	1,758,425	1,721,187
Interest on Investments	5,168	2,967	1,000	2,900
Miscellaneous	7,549	19,646		19,000
Total Revenue	1,492,223	1,688,235	1,763,425	1,745,387
Total Sources	1,492,223	1,688,235	1,763,425	1,745,387
Expenditures:				
Personal Services	22,761	24,326	24,394	24,425
Contract Services	1,468,147	1,579,838	1,717,109	1,717,109
Commodities	-	-	200	200
Capital Outlay	-	-	-	-
Total Expenditures	1,490,908	1,604,163	1,741,703	1,741,734
Total Uses	1,490,908	1,604,163	1,741,703	1,741,734
Sources Over(Under) Uses	1,315	84,072	21,722	3,653
Fund Balance @ 12/31	\$ 179,953	\$ 264,025	\$ 220,802	\$ 289,400

Funding Sources: Special assessments on property tax bills.

Expenditures: Contract with Deffenbaugh Disposal, Inc. for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies.

2010 Assessment: \$177.62
 2011 Assessment: \$200.74
 2012 Assessment: \$200.74
 2013 Assessment: \$200.74

**City of Prairie Village
Special Highway Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ -	\$ 21,397	\$ 61,397	\$ 36,121
Revenues:				
Intergovernmental	581,397	554,664	580,000	565,813
Interest on Investments		60		
Total Revenue	581,397	554,724	580,000	565,813
Total Sources	581,397	554,724	580,000	565,813
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	560,000	540,000	580,000	565,813
Total	560,000	540,000	580,000	565,813
Total Uses	560,000	540,000	580,000	565,813
Sources Over(Under) Uses	21,397	14,724	-	-
Fund Balance @ 12/31	\$ 21,397	\$ 36,121	\$ 61,397	\$ 36,121

Funding Sources: State gasoline tax (per gallon)

Expenditures: Transfer to the Capital Infrastructure Fund for street improvements.

**City of Prairie Village
Stormwater Utility Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ -	\$ 261,343	\$ 10,770	\$ 345,918
Revenues:				
Licenses & Permits	2,870	3,150	4,600	4,600
Charges for Services	1,470,947	1,533,675	1,532,627	1,532,627
Interest on Investments	3,152	4,023	1,000	1,000
Total Revenue	1,476,969	1,540,848	1,538,227	1,538,227
Total Sources	1,476,969	1,540,848	1,538,227	1,538,227
Expenditures:				
Contract Services	3,075	-	3,000	3,000
Contingency	-		23,000	23,000
Total Expenditures	3,075	-	26,000	26,000
Transfers to Other Funds:				
Transfer to General Fund	443,551	450,000	450,000	423,467
Transfer to Bond & Interest Fund	453,929	450,081	450,830	312,752
Transfer to Capital Infrastructure Fund	225,071	493,419	584,170	840,357
Transfer to Capital Infrastructure Fund - Future Projects			-	-
Transfer to Equipment Reserve Fund	90,000	90,000		
Total	1,212,551	1,483,500	1,485,000	1,576,576
Total Uses	1,215,626	1,483,500	1,511,000	1,602,576
Sources Over(Under) Uses	261,343	57,348	27,227	(64,349)
Fund Balance @ 12/31	\$ 261,343	\$ 318,691	\$ 37,997	\$ 281,569

Funding Sources: Special assessments on the property tax bills - fee per square foot of impervious area (\$0.040/sq. ft.) (2012 rate was \$0.040/sq. ft.)

Expenditures: Operation and maintenance of the City's stormwater system in accordance with NPDES guidelines.

Notes: The stormwater utility fee was a new revenue source in 2009. The fee is dedicated to funding the City's stormwater program and compliance with NPDES guidelines.

**City of Prairie Village
Special Park & Recreation Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 2,751	\$ -	\$ -	\$ -
Revenues:				
Liquor Tax	78,666	93,541	83,000	95,422
Interest on Investments	18	7	-	-
Total Revenue	78,684	93,548	83,000	95,422
Total Sources	78,684	93,548	83,000	95,422
Transfers to Other Funds:				
Transfer to Capital Infrastructure Fund	81,435	86,000	83,000	95,422
Total	81,435	86,000	83,000	95,422
Total Uses	81,435	86,000	83,000	95,422
Sources Over(Under) Uses	(2,751)	7,548	-	-
Fund Balance @ 12/31	\$ -	\$ -	\$ -	\$ -

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Park and pool improvements.

City of Prairie Village Special Alcohol Fund

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 32,445	\$ 26,230	\$ 25,027	\$ 29,464
Revenues:				
Liquor Tax	78,666	93,541	83,000	95,422
Interest on Investments	110	34	-	-
Miscellaneous	100	100	-	-
Total Revenue	78,876	93,675	83,000	95,422
Total Sources	78,876	93,675	83,000	95,422
Expenditures:				
Personal Services	63,074	62,133	67,943	68,326
Contract Services	18,149	18,105	18,409	18,568
Commodities	3,868	2,991	3,860	3,963
Capital Outlay	-	-	-	-
Total Expenditures	85,091	83,229	90,212	90,857
Transfers to Other Funds:				
Transfer to Risk Management Fund	-	-	-	-
Total	-	-	-	-
Total Uses	85,091	83,229	90,212	90,857
Sources Over(Under) Uses	(6,215)	10,446	(7,212)	4,565
Fund Balance @ 12/31	\$ 26,230	\$ 36,676	\$ 17,815	\$ 34,029

Funding Sources: Special alcohol tax per K.S.A. 79-41a04 (1/3 of total alcohol tax received by the City)

Expenditures: Alcohol rehabilitation, including grants to local agencies through United Community Services and partial funding of the City's D.A.R.E. Program.

**City of Prairie Village
Bond & Interest Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 20,013	\$ 35,287	\$ 76,325	\$ (45,121)
Revenues:				
Property Taxes	263,489	1,330,819	1,331,203	1,331,491
Motor Vehicle Tax	42,012	152,081	207,617	145,993
Interest on Investments	1,283	2,449	-	-
Total Revenue	306,784	1,485,348	1,538,820	1,477,484
Transfers from Other funds:				
Transfer from General Fund	1,214,215	-	-	280,000
Transfer from Stormwater Fund	453,929	450,081	450,830	312,752
Total	1,668,144	450,081	450,830	592,752
Total Sources	1,974,928	1,935,429	1,989,650	2,070,236
Expenditures:				
Debt Service	1,959,654	1,966,275	2,039,212	2,013,018
Total Expenditures	1,959,654	1,966,275	2,039,212	2,013,018
Total Uses	1,959,654	1,966,275	2,039,212	2,013,018
Sources Over(Under) Uses	15,274	(30,846)	(49,562)	57,218
Fund Balance @ 12/31	\$ 35,287	\$ 4,441	\$ 26,763	\$ 12,097

Funding Sources: Property tax, motor vehicle tax

Expenditures: Debt service payments on the City's outstanding bonds.

Notes: The City's outstanding bonds will be paid off in 2021.

**CITY OF PRAIRIE VILLAGE
SCHEDULE OF BOND PRINCIPAL AND INTEREST
AS OF JUNE 14, 2012**

Date	2009A Refunding/Improv Bonds			2011A Refunding/Improv Bonds			Total	
	Principal	Premium	Interest	Principal	Premium	Interest	Principal	Interest
03/01/12			66,837.50			24,035.00	-	90,872.50
09/01/12	1,725,000.00	13,632.94	66,837.50	85,000.00		32,775.00	1,823,632.94	99,612.50
03/01/13			49,587.50			32,605.00	-	82,192.50
09/01/13	1,750,000.00	13,632.94	49,587.50	85,000.00		32,605.00	1,848,632.94	82,192.50
03/01/14			32,087.50			32,413.75	-	64,501.25
09/01/14	1,785,000.00	13,632.94	32,087.50	85,000.00		32,413.75	1,883,632.94	64,501.25
3/1/2015			14,237.50			32,137.50	-	46,375.00
9/1/2015	200,000.00	13,632.94	14,237.50	525,000.00		32,137.50	738,632.94	46,375.00
3/1/2016			11,987.50			30,037.50	-	42,025.00
9/1/2016	200,000.00	13,632.94	11,987.50	530,000.00		30,037.50	743,632.94	42,025.00
3/1/2017			9,487.50			27,387.50	-	36,875.00
9/1/2017	210,000.00	13,632.94	9,487.50	535,000.00		27,387.50	758,632.94	36,875.00
3/1/2018			6,600.00			24,043.75	-	30,643.75
9/1/2018	215,000.00	13,632.94	6,600.00	540,000.00		24,043.75	768,632.94	30,643.75
3/1/2019			3,375.00			20,128.75	-	23,503.75
9/1/2019	225,000.00	13,632.94	3,375.00	555,000.00		20,128.75	793,632.94	23,503.75
3/1/2020						15,550.00	-	15,550.00
9/1/2020				800,000.00		15,550.00	800,000.00	15,550.00
3/1/2021						8,150.00	-	8,150.00
9/1/2021				815,000.00		8,150.00	815,000.00	8,150.00
TOTALS	\$ 6,310,000.00	\$ 109,063.52	\$ 388,400.00	\$ 4,555,000.00	\$ -	\$ 501,717.50	\$ 10,974,063.52	\$ 890,117.50

	Principal	Interest	Total
2012	1,823,633	190,485.00	2,014,118
2013	1,848,633	164,385.00	2,013,018
2014	1,883,633	129,002.50	2,012,635
2015	738,633	92,750.00	831,383
2016	743,633	84,050.00	827,683
2017	758,633	73,750.00	832,383
2018	768,633	61,287.50	829,920
2019	793,633	47,007.50	840,640
2020	800,000	31,100.00	831,100
2021	815,000	16,300.00	831,300
	10,974,064	890,118	11,864,181

**City of Prairie Village
Capital Infrastructure Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 11,314,219	\$ 5,604,888	\$ 4,024,823	\$ 5,435,232
Revenues:				
Intergovernmental	30,197	1,078,160	560,750	458,500
Bond Proceeds	-	4,555,000	-	-
Interest on Investments	67,914	26,568	-	-
Miscellaneous	2,073	-	150,000	-
Total Revenue	100,184	5,659,728	710,750	458,500
Transfers from Other funds:				
Transfer from General Fund	1,891,744	901,649	1,616,649	2,518,855
Transfer from General Fund-Future Projects	-	-	-	-
Transfer from Special Highway Fund	560,000	540,000	580,000	565,813
Transfer from Stormwater Utility Fund	225,071	493,419	584,170	840,357
Transfer from Stormwater Utility Fund-Future Projects	-	-	-	-
Transfer from Grant Fund	169,534	-	-	-
Transfer from Special Parks & Rec Fund	81,435	86,000	83,000	95,422
Transfer from Economic Development Fund	-	-	-	-
Total	2,927,784	2,021,068	2,863,819	4,020,447
Total Sources	3,027,968	7,680,796	3,574,569	4,478,947
Expenditures:				
Infrastructure	8,731,341	6,793,162	4,192,675	6,522,355
Transfer to Bond & Interest Fund	5,958	-	-	-
Total Expenditures	8,737,299	7,232,346	4,192,675	6,522,355
Total Uses	8,737,299	7,232,346	4,192,675	6,522,355
Sources Over(Under) Uses	(5,709,331)	448,450	(618,106)	(2,043,408)
Fund Balance @ 12/31	\$ 5,604,888	\$ 6,053,338	\$ 3,406,717	\$ 3,391,824

Funding Sources: Transfers from the General Fund, Stormwater Utility Fund, Special Parks & Recreation Fund, Economic Development Fund, grants from other governments

Expenditures: Capital Infrastructure Program - Please see the CIP Section of this document for the detailed plan including projects and programs.

**City of Prairie Village
Capital Infrastructure Fund**

CIP Expenditure Total = \$6,522,355

2013 PROJECT DESCRIPTION	2013 EXPENDITURES
Park Infrastructure Reserve (formerly Pool Rsv)	\$95,000
Aquatic Center Assessment Plan	\$50,000
Harmon Park Tennis Courts (Design)	\$67,000
PARK TOTAL PER YEAR	\$212,000
Drainage Repair Program	\$200,000
Drainage Master Plan Projects	\$540,000
DRAINAGE TOTAL PER YEAR	\$740,000
75th St - State Line Rd to Mission Rd	\$50,000
Paving Program	\$2,036,355
Somerset Dr - Belinder to Reinhardt (CARS)	\$804,000
2011 Street Bond	\$1,800,000
Somerset Dr - State Line to Belinder (CARS)	\$75,000
STREET TOTAL PER YEAR	\$4,765,355
Buildings Reserve	\$50,000
BUILDINGS TOTAL PER YEAR	\$50,000
ADA Compliance Program	\$25,000
Concrete Repair Program	\$730,000
OTHER TOTAL PER YEAR	\$755,000
CIP TOTAL	\$6,522,355

City of Prairie Village Risk Management Reserve Fund

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 83,017	\$ 73,915	\$ 94,215	\$ 87,185
Revenues:				
Interest on Investments	(1,695)	287	300	300
Miscellaneous	66,255	(292)	-	-
Total Revenue	64,560	(5)	300	300
Transfers from Other funds:				
Transfer from General Fund	35,000	35,000	35,000	35,000
Transfer from Special Alcohol Fund	-	-	-	-
Total	35,000	35,000	35,000	35,000
Total Sources	99,560	34,995	35,300	35,300
Expenditures:				
Contract Services	108,662	42,025	15,000	45,000
Total Expenditures	108,662	42,025	15,000	45,000
Total Uses	108,662	42,025	15,000	45,000
Sources Over(Under) Uses	(9,102)	(7,030)	20,300	(9,700)
Fund Balance @ 12/31	\$ 73,915	\$ 66,885	\$ 114,515	\$ 77,485

Funding Sources: Transfers from the General Fund, insurance claim reimbursements, interest on idle funds

Expenditures: Risk management related expenditures, such as insurance deductibles

**City of Prairie Village
Economic Development Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 2,180,378	\$ 2,147,282	\$ 2,074,583	\$ 2,044,055
Revenues:				
Interest on Investments	15,133	8,958	10,000	10,000
Total Revenue	15,133	8,958	10,000	10,000
Transfers from Other funds:				
Transfer from General Fund	-	-	-	-
Total	-	-	-	-
Total Sources	15,133	8,958	10,000	10,000
Expenditures:				
Contract Services	48,229	39,485	82,700	73,000
Total Expenditures	48,229	39,485	82,700	73,000
Total Uses	48,229	39,485	82,700	73,000
Sources Over(Under) Uses	(33,096)	(30,527)	(72,700)	(63,000)
Fund Balance @ 12/31	\$ 2,147,282	\$ 2,116,755	\$ 2,001,883	\$ 1,981,055

Projects	2010	2011	2012	2013
Exterior Grant Program	\$ 45,565	\$ 36,821	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	10,000	
Johnson County Home Repair Program	-	-	20,000	20,000
KCADC Joint Membership w/Chamber	2,664	2,664	2,700	3,000
	\$ 48,229	\$ 39,485	\$ 82,700	\$ 73,000

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Used for activities that foster and promote economic development with in the City per Ordinance No. 2153.

City of Prairie Village Equipment Reserve Fund

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ 728,827	\$ 717,497	\$ 594,403	\$ 391,906
Revenues:				
Intergovernmental	201,359	-	-	-
Interest on Investments	3,930	2,412	500	2,000
Total Revenue	205,289	2,412	500	2,000
Transfers from Other funds:				
Transfer from General Fund	405,902	253,230	252,500	275,000
Transfer from Stormwater Utility Fund	90,000	90,000	-	-
Transfer from Economic Dev Fund	-	-	-	-
Total	495,902	343,230	252,500	275,000
Total Sources	701,191	345,642	253,000	277,000
Expenditures:				
Capital Outlay	712,521	510,648	255,000	430,000
Total Expenditures	712,521	510,648	255,000	430,000
Total Uses	712,521	510,648	255,000	430,000
Sources Over(Under) Uses	(11,330)	(165,006)	(2,000)	(153,000)
Fund Balance @ 12/31	\$ 717,497	\$ 552,491	\$ 592,403	\$ 238,906

Funding Sources: Transfers from the General Fund, interest on idle funds

Expenditures: Acquisition of equipment, vehicles and technology projects.

City of Prairie Village Equipment Reserve Fund

	2013 Budget	2012 Carryover	2013 Remaining
IT Projects			
Fixed Assets Barcode Scanner	\$ 2,000		\$ 2,000
Back-up Server Replacement	\$ 30,000		\$ 30,000
MS Office Upgrade	\$ 40,000		\$ 40,000
Server Replacement	\$ 15,000		\$ 15,000
PW Management Software	\$ 100,000		\$ 100,000
PV Notify (non-emergency notifications)	\$ 10,000		\$ 10,000
GIS Upgrade	\$ 5,000		\$ 5,000
School Zone Signals - upgrade	\$ 25,000		\$ 25,000
Code Enforcement Software	\$ 10,000		\$ 10,000
Total IT Projects	\$ 237,000	\$ -	\$ 237,000
Equipment/Vehicle Replacement			
Public Works Dump Truck	\$ 155,000	\$ (2,711)	\$ 152,289
Public Works Vehicles	\$ 28,000		\$ 28,000
PD Replacement Vehicle (partial)	\$ 10,000		\$ 10,000
Total Equipment/Vehicle Replacement	\$ 193,000	\$ (2,711)	\$ 190,289
Total Expenditures	\$ 430,000	\$ (2,711)	\$ 427,289

	2013 Budget
Beg Bal on 1/1	\$ 391,906
Revenues:	
IT Project Revenue - Transfer from General Fund	\$ 275,000
IT Project Revenue - Transfer from Econ. Dev.	
Equipment/Vehicle Project Revenue	
Intergovernmental Transfers	
Interest on Investments	\$ 2,000
Total Revenue	\$ 277,000
Total Sources	\$ 277,000
Expenditures:	
IT Project Expenditures	\$ 237,000
Equipment/Vehicle Replacement Expenditures	\$ 193,000
Total Expenditures	\$ 430,000
Fund Bal on 12/31	\$ 238,906

**City of Prairie Village
CID - Corinth Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ -	\$ -		\$ 449,138
Revenues:				
Sales Taxes		423,199		430,000
Interest on Investments	-	116	-	120
Total Revenue	-	423,315	-	430,120
Total Sources	-	423,315	-	430,120
Expenditures:				
Contract Services		197,496		800,000
Total Expenditures	-	197,496	-	800,000
Total Uses	-	197,496	-	800,000
Sources Over(Under) Uses	-	225,819	-	(369,880)
Fund Balance @ 12/31	\$ -	\$ 225,819	\$ -	\$ 79,258

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within Corinth Square per Developer Agreement

**City of Prairie Village
CID - PV Shops Fund**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Fund Balance 1/1	\$ -	\$ -		\$ 465,800
Revenues:				
Sales Taxes		430,183		430,000
Interest on Investments	-	111	-	120
Total Revenue	-	430,294	-	430,120
Total Sources	-	430,294	-	430,120
Expenditures:				
Contract Services		194,797		800,000
Total Expenditures	-	194,797	-	800,000
Total Uses	-	194,797	-	800,000
Sources Over(Under) Uses	-	235,497	-	(369,880)
Fund Balance @ 12/31	\$ -	\$ 235,497	\$ -	\$ 95,920

Funding Sources: Monies received from the Community Improvement District additional 1% sales tax

Expenditures: Development within PV Shops per Developer Agreement

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
June 18, 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 - June 4, 2012
- 2. Approve Claims Ordinance
- 3. Approve the following contracts for VillageFest 2012: Ararat Shrine Clowns, 3 Clowns, \$600; and Commemorative Air Force, Plane Flyover, \$1,200
- 4. Approve the following performance contracts for the 2012 Prairie Village JazzFest contingent upon review and approval by the City Attorney: Mike Metheny Quartet, Rich Wheeler Quartet, Diverse, Megan Birdsall, Bobby Watson and Karrin Allyson.

By Committee

- 1. Authorize the Mayor to execute the Final Plat for "Rutiaga Ranch" for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission
- 2. Authorize the Mayor to execute the Final Plat for "75 Mission Office Condominium" 2nd Plat for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission
- 3. Add the following fees to the 2012 Prairie Village Fee Schedule: State of Kansas Judicial Branch Education Fee (\$0.50) and State of Kansas Court Costs and Law Enforcement Training Center Fund (\$20.00) (Council Committee of the Whole Minutes, June 4, 2012)
- 4. Approve the low bid of Bordner Roofing Company in the amount of \$53,327.00 for Project 190918: Public Safety Roof Replacement (Council Committee of the Whole Minutes, June 4, 2012)

VI. MAYOR'S REPORT

VII. COMMITTEE REPORTS

Council Committee of the Whole

COU2012-32 Consider Construction Contract for Project 2011 Bond, 2012
Paving and 2012 CARS Project

COU2012-08 Consider approval of security system upgrades and additions

Planning Commission

PC2012-06 Consider Request for Special Use Permit for the Operation of
Child Care Center at 7501 Belinder Avenue

VIII. STAFF REPORTS

IX. OLD BUSINESS

X. NEW BUSINESS

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
June 4, 2012**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 4, 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, Andrew Wang, Laura Wassmer, Brooke Morehead, Charles Clark, David Morrison, Ted Odell 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.

PUBLIC PARTICIPATION

No one was present to address the City Council.

CONSENT AGENDA

David Morrison moved the approval of the Consent Agenda for June 4, 2012:

1. Approve Regular Council Meeting Minutes - May 21, 2012
1. Approve the agreement with Johnson County for the use of CDBG funds for Project SARD0001 - Sagamore Drive from 75th to 76th Street
2. Ratify the appointment of Peter Jarosewycz to the Prairie Village Sister City Committee completing the term of Dick Bills, expiring in April, 2012
3. Approve the following contracts for Villagefest 2012:
Earl Haas (vendor) Pays \$175.00

Del Sawyer (vendor)	Pays \$175.00
Blake Freeman	\$140.00
American Waste Systems, Inc.	\$827.00
Trent Carter (vendor)	Pays \$175.00
Giggles n Jiggles	\$650.00
Susan Lee	\$100.00
Hiccup Productions, Inc.	\$2,300.00

4. Approve the discontinuation of the School Crossing Guard Position at West 83rd Street and Juniper Lane in accordance with Council Policy #345
5. Approve the bid from Cargill for the purchase of Highway Rock Salt at a cost of \$49.75 per ton delivered and the purchase of up to 400 ton of Clearland Enhanced Deicer at a cost of \$73.24 per ton delivered.
6. Approve a 3% increase in the fees charged for Rental, Arborist, Pesticide, Home Occupation and Administrative/Retail Business licenses effective January 1, 2013 or with the issuance of 2013 licenses

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

MAYOR'S REPORT

Mayor Shaffer reported he did not have a report on activities, but noted his attendance last Friday at the MARC annual luncheon celebrating their 40th anniversary.

COMMITTEE REPORTS

Council Committee of the Whole

COU2012-31 Consider Approval of Street Repairs related to the 2009 Street Paving Program

On behalf of the Council Committee of the Whole, David Morrison moved the Governing Body approve the payment of \$43,011.41 to O'Donnell & Sons for street repairs related to the 2009 Street Paving Program. The motion was seconded by Laura Wassmer and passed unanimously.

Environment/Recycle Committee

Update on Community Garden Grant

Ruth Hopkins reported the community garden sub-committee submitted a grant application and was awarded a \$4767 grant for the community gardens. She commended the sub-committee on their initiative in beginning this successful program noting that the garden slots sold out quickly and there is a waiting list.

Discussion on use of bottled water at Council meetings

Ruth Hopkins suggested the Council discontinue the use of bottled water at council meetings. Staff were directed to investigate this and present options to the Council for consideration at a later meeting.

Prairie Village Arts Council

Laura Wassmer reported on the successful Prairie Village Art Fair held last weekend at the Prairie Village Shopping Center. Dennis Enslinger noted this is a co-sponsored event by the Prairie Village Merchants Association and the Arts Council.

VillageFest Committee

Dale Warman reported planning for this July 4th city celebration is going well. The committee has added new items to the event including a flyover and a Home Depot project for the youth.

JazzFest Committee

Brooke Morehead reported the line-up for the September 8th Prairie Village Jazz Festival has been set and the committee is negotiating contracts with well known jazz artists to perform at the event. The line-up will be officially announced at Villagefest.

STAFF REPORTS

Administration

- Dennis Enslinger noted the distribution of Council I-Pads and reminded Council members to return their laptops.
- Friday, June 6th will be the art reception for the current Senior Arts Council exhibit from 6:30 to 8:30 p.m.
- Chris Engel announced the recreational swim, dive and tennis teams all began practice. Prairie Village will host the first swim meet on Thursday.
- Prairie Village will also host the All-City Swim meet at the end of the season.

Public Works

- Bruce McNabb reported the 2012 Project Map was distributed to each Council member.

Public Safety

- Chief Jordan noted that the Marti Hill case will be featured on a “48 Hours” special this fall. Filming will be in July. He will advise Council of the actual air date.
- Dale Warman advised Chief Jordan of a compliment he received from an individual working on the Parkinson’s walk that will be held in Prairie Village on June 16th regarding her interactions with Sgt. James Carney in coordinating the walk.
- Mayor Shaffer noted a recent visit from a 30+ year resident of Prairie Village who was moving out of the City who stopped to thank the police department for their work in keeping his family safe.

OLD BUSINESS

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

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	06/05/2012	6:30 p.m.
Planning Commission	06/05/2012	7:00 p.m.
Sister City Committee	06/11/2012	7:00 p.m.
JazzFest Committee	06/16/2012	7:00 p.m.
Council Committee of the Whole	06/18/2012	6:00 p.m.
City Council	06/18/2012	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a photography exhibit by the Senior Arts Council in the R. G. Endres Gallery for the month of June. The artist reception will be held on June 8th from 6:30 to 8:30 p.m.

VillageFest is Wednesday, July 4th.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 7:50 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 18, 2012

Copy of Ordinance
2896

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
2383	5/3/2012	15,136.00	
2384-2390	5/4/2012	16,318.45	
2391-2473	5/11/2012	310,053.07	
2474-2475	5/12/2012	736.50	
2476	5/12/2012	260.77	
2560	5/24/2012	280,639.00	
2477-2559	5/25/2012	238,874.87	
 Payroll Expenditures			
5/4/2012		250,040.88	
5/18/2012		251,321.48	
 Electronic Payments			
Electronic Pmnts	5/1/2012	708.48	
Electronic Pmnts	5/3/2012	7,157.78	
Electronic Pmnts	5/4/2012	21,451.12	
Electronic Pmnts	5/8/2012	1,034.97	
Electronic Pmnts	5/17/2012	665.73	
Electronic Pmnts	5/22/2012	1,453.16	
Electronic Pmnts			
Electronic Pmnts			
TOTAL EXPENDITURES:			\$ 1,395,852.26
 Voided Checks			
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			1,395,852.26

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

Passed this 18th day of June 2012.

Signed or Approved this 18th day of June 2012.

(SEAL)

ATTEST: _____
City Treasurer
Mayor



VILLAGEFEST COMMITTEE

Council Meeting Date: June 18, 2012

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

RECOMMENDATION

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

Ararat Shrine Clowns	Clowns	\$600
Commemorative Air Force	Plane Flyover	\$1200

BACKGROUND

- Ararat Shrine Clowns will be providing 3 clowns.
- The Commemorative Air Force will be conducting a plane flyover. They charge \$300 per plane for fuel used and will use four planes.

FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk
June 12, 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 Ararat Shrine Clowns (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:
2. Type of Service Provided: the Vendor agrees to provide the following services:
3 clowns
3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. – 1:30 p.m.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 am and 9:00 am and 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 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 \$600, 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 BUCKLE _____
(signed)

Charlie Parker _____
(typed name)

Director of Clown unit _____
(typed title)

Ararat Shriners _____
(typed company name)

5100 Ararat Drive _____
(typed address)

KANSAS City, MO 64057 _____
(typed city, state, zip)

816-923-1975 _____
(typed telephone number)

5/29/12 _____
(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 June, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Commemorative Air Force (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:
2. Type of Service Provided: the Vendor agrees to provide the following services:

Airplane Flyover – 4 planes
3. Hours of Operation: The Vendor shall provide services to the general public at 9:30 a.m.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 am and 9:00 am and 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 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 fuel used for the flyover, to be paid after July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement. \$300/Airplane.

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: Steven W. Zimmerman
(signed)

Steven W. Zimmerman
(typed name)

Operations Officer
(typed title)

Commemorative Air Force
(typed company name)

6 Aero Plaza
(typed address)

New Century, Kansas 66031
(typed city, state, zip)

913-302-4452
(typed telephone number)

June 12, 2012
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan



PRAIRIE VILLAGE JAZZ FEST COMMITTEE

Council Meeting Date: June 18, 2012
CONSENT AGENDA

Consider contracts for JazzFest

RECOMMENDATION

Recommend the City Council approve the following performance contracts for the 2012 Prairie Village JazzFest contingent upon review and approval by the City Attorney: Mike Metheny Quartet, Rich Wheeler Quartet, Diverse, Megan Birdsall, Bobby Watson and Karrin Allyson.

BACKGROUND

The 3rd Annual Prairie Village Jazz Festival will be held on Saturday, September 8th from 3 pm to 11 pm. Funding for the event will come from sponsorship, vendors, sales and donations. BRGR Kitchen + Bar is the presenting sponsor for this year's event. Approval of the performance contracts listed above will commit \$15,500 with an immediate commitment of \$5,000. The contracts include a termination provision if sufficient funds are not raised to cover the total costs by August 1st. The City attorney has reviewed the contracts.

FINANCIAL IMPACT

Funding is available to cover the cost of these contracts. Execution of these contracts will commit \$6500. The JazzFest account in the Municipal Foundation has a balance of \$11,128.70 with additional committed sponsorships of approximately \$5000 outstanding.

ATTACHMENTS

Contracts

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: June 14, 2012

Concert Performance Contract

On this _____ day of _____, 2012 this agreement is entered into by and between City of Prairie Village (Presenter) and DIVERSE.

PRESENTER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 8, 2012 at approximately 3:00 pm to 4:00 pm
2. **Duration of Performance:** 60 minutes
3. **Personnel:** _____
4. **Compensation:** \$450 for above listed personnel.
5. **Payment:** A payment of \$450 shall be paid to the PERFORMER upon fully executed contract on evening of performance. All payments shall be made payable to _____.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, news interviews, radio and website.
8. **Sound Check:** PRESENTER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESENTER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PRESENTER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.
12. **Other Considerations:** The purchaser may cancel the contract any time prior to August 1, 2012.

Ronald L. Shaffer, Mayor
City of Prairie Village

DIVERSE

Concert Performance Contract

On this _____ day of _____, 2012 this agreement is entered into by and between City of Prairie Village (Presenter) and MEGAN BIRDSALL.

PRESENTER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 8, 2012 at approximately 7:00 pm to 8:00 pm
2. **Duration of Performance:** 60 minutes
3. **Personnel:** _____
4. **Compensation:** \$1000 for above listed personnel.
5. **Payment:** A payment of \$10000 shall be paid to the PERFORMER upon fully executed contract on evening of performance. All payments shall be made payable to _____.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, news interviews, radio and website.
8. **Sound Check:** PRESENTER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESENTER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PRESENTER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.
12. **Other Considerations:** The purchaser may cancel the contract any time prior to August 1, 2012.

Ronald L. Shaffer, Mayor
City of Prairie Village

Megan Birdsall

Concert Performance Contract

On this _____ day of _____, 2012 this agreement is entered into by and between City of Prairie Village (Presenter) and MIKE METHENY QUARTET.

PERSETER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 8, 2012 at approximately 5:40 pm to 6:40 pm
2. **Duration of Performance:** 60 minutes
3. **Personnel:** _____
4. **Compensation:** \$1000 for above listed personnel.
5. **Payment:** A payment of \$10000 shall be paid to the PERFORMER upon fully executed contract on evening of performance. All payments shall be made payable to _____.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, news interviews, radio and website.
8. **Sound Check:** PRESETER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESETER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PRESETER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.
12. **Other Considerations:** The purchaser may cancel the contract any time prior to August 1, 2012.

Ronald L. Shaffer, Mayor
City of Prairie Village

Mike Metheny
Mike Metheny Quartet

Concert Performance Contract

On this _____ day of _____, 2012 this agreement is entered into by and between City of Prairie Village (Presenter) and RICH WHEELER QUARTET.

PERSETER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 8, 2012 at approximately 4:20 pm to 5:20 pm
2. **Duration of Performance:** 60 minutes
3. **Personnel:** _____
4. **Compensation:** \$600 for above listed personnel.
5. **Payment:** A payment of \$600 shall be paid to the PERFORMER upon fully executed contract on evening of performance. All payments shall be made payable to _____.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, news interviews, radio and website.
8. **Sound Check:** PRESETER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESETER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PRESETER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.
12. **Other Considerations:** The purchaser may cancel the contract any time prior to August 1, 2012.

Ronald L. Shaffer, Mayor
City of Prairie Village

Rich Wheeler
Rich Wheeler Quartet

Concert Performance Contract

On this _____ day of _____, 2012 this agreement is entered into by and between City of Prairie Village (Presenter) and ROBERT M. WATSON.

PRESENTER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 8, 2012 at approximately 8:20 pm to 9:20 pm
2. **Duration of Performance:** 60 minutes
3. **Personnel:** _____
4. **Compensation:** \$5000 for above listed personnel.
5. **Payment:** A payment of \$5000 shall be paid to the PERFORMER upon fully executed contract. A deposit of \$2500 to retain the musicians shall be paid to the PERFORMER upon fully executed contract. Hotel accommodations shall be provided for the evening of performance. The remainder will be paid in cash, the day of the performance. All payments shall be made payable to Robert M. Watson, 12023 West 66th Street, Shawnee, KS 66216.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, news interviews, radio and website.
8. **Sound Check:** PRESENTER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESENTER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PRESENTER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.
12. **Other Considerations:** The purchaser may cancel the contract any time prior to August 1, 2012. Any deposit received for services is non-refundable. The purchaser agrees to reimburse the "artist" for any travel expenses incurred if the contract is cancelled.

Ronald L. Shaffer, Mayor
City of Prairie Village

Robert M. Watson
BOBBY WATSON QUARTET



356 Pine Valley Road, Hoosick Falls, NY 12090
T: 518.686.0972 F: 518.686.1960 E-mail: Cynthia@AIArtists.com

This Contract for the personal services of musicians on the engagement described below between the undersigned purchaser of music **City of Prairie Village, KS** herein called "Purchaser" and the undersigned musician or musicians **American International Artists, Inc. f/s/o Karrin Allyson** is made this day of 28 February 2012 Contract # 08092012

Karrin Allyson Quintet

Band: **Karrin Allyson – Piano & Vocals**
Bob Sheppard – Woodwinds
Rod Fleeman – Guitar
Todd Strait – Drums
Bassist TBA – Bob Bowman or Gerald Spaits

Place of Engagement: **Harmon Park**
77th & Mission Rd.
Prairie Village, KS 66208
913-385-4616 City Clerk
<http://www.pvkansas.org>

Engagement Date: **8 September 2012**

Capacity: 10,000

Ticket Sales: Event is Free

Load In / Soundcheck: 9:00am

Performance Time: 9:40pm

Promoter: **Larry Kopitnik, kcjazzlark@gmail.com, 816.426.8425 (O), 913.433.6302 (C)**

Producer: **TBD**

Compensation Agreed Upon: **\$7,000 USD plus \$1,000 flight contribution, backline, ground transportation, and two nights of hotel (1 suite, 2 singles).**

Purchaser will make payment as Follows:

Contracts Due: Electronically upon receipt

Deposit Due: \$4,000 due on or before 8 August 2012.

Deposit: 4,000 USD (50% of performance fee) shall be made Payable to American International Artists, Inc. and sent to 356 Pine Valley Road, Hoosick Falls, NY 12090 using FedEx account number 1258-0316-4.

Balance: 4,000 USD shall be made payable by check to Karrin Allyson Schoonover and given to her or her representative the evening of the performance.

Cancellation: In the event the concert is cancelled any time before August 8, 2012, PERFORMER shall be entitled to keep the deposit as cancellation fee with no other liability to PURCHASER.

Recording: No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement.

Comp tickets: Not Applicable, Free Concert

Travel: It is agreed and understood that the Promoter agrees to provide all ground transportation. Please note Bob Sheppard will need ground transportation from the airport to the hotel on Thursday 6 September 2012.

Hotel: It is agreed and understood that the Promoter agrees to provide and pay for first class hotel accommodations near the performance venue. Promoter will provide one suite for Ms. Allyson and 2 Single Rooms for her band for two nights of hotel at the Marriott in downtown Kansas City. For the nights of 7 and 8 September for Todd Strait, Karrin Allyson and Bob Sheppard. Bob Sheppard will also need hotel on 6 September 2012 and will pay upon arrival at promoter rate (if possible)

The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.

***** ARTIST RIDER ATTACHED HERETO IS MADE A PART HEREOF *****

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

Signature of Purchaser (or Agent thereof).

**Ron Shaffer, Mayor of Prairie Village
City of Prairie Village, KS
7700 Mission Rd., Prairie Village, KS 66208**

**Signature of Signatory Musician: AMERICAN INTERNATIONAL ARTISTS, INC
f/s/o KARRIN ALLYSON Federal ID # 20-3571835**

**Cynthia B. Herbst, President
American International Artists, Inc.
356 Pine Valley Road
Hoosick Falls, NY 12090
cynthia@aiartists.com
(518) 686-0972**

This rider, made part and parcel of the attached contract between **AMERICAN INTERNATIONAL ARTISTS, INC. f/s/o KARRIN ALLYSON** (Artist) must be signed and returned with the contract.

BILLING:

Artist shall receive 100% sole star billing in any and all advertising and publicity material issued or solicited by Purchaser pertaining to engagement(s) hereunder, including but not limited to newspaper advertising and all printed material, programs, fliers, signs, marquee(s) lights and other advertising media. Rhythm Section will not be listed in the billing, as they may change. Correct billing as follows:

Concord Recording Artist, KARRIN ALLYSON

1. **Cancellation:** Purchaser agrees that Artist may postpone the engagement hereunder at Artist's sole discretion, by giving Purchaser notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder if Artist secures a television show, a major motion picture and/or a theatrical production. Artist will offer Purchaser a future play date with the same terms and conditions
2. **Force Majeure:** Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and any act or order of any public authority or any cause, similar or dissimilar, beyond Artist's control.
3. **Inclement Weather:** Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe. Promoter retains the right to determine whether weather conditions force cancellation of the festival.
4. **Approval of Other Performers When Artist is the Headliner:** Artist reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). A violation of this clause shall entitle Artist to refuse to perform but Purchaser shall remain obligated to make all payments herein set forth.
5. **Creative Control:** Artist has 100% creative control over all aspects the performance, without limitation, including any music, film or videotape, or other activities, played or presented to patrons at any time before, during or immediately after the Engagement, and during intermission, if any.
6. **Audio/Television/Video Equipment:** There is to be **NO AUDIO, TELEVISION, RADIO OR VIDEO RECORDING OF THE PERFORMANCE WITHOUT WRITTEN PERMISSION OF THE ARTIST** or Artist's representative. The Purchaser is to do The utmost to prevent unauthorized recording or picture-taking at any time during the performance, soundcheck, etc. Artist reserves the right to make an archival recording of the performance. All cassette recorders, DAT machines or other unauthorized recording equipment shall be confiscated by Buyer and held until completion of the performance. This is a free festival. Festival will not record it. And we will stop anything egregious that we see in the crowd, such as someone setting up a tripod and video camera. But with probably 5000 to 10,000 patrons sitting in a park, we can't stop someone from turning on their iPhone or laying a small digital recorder on their lap.

7. **Announcements/Photography:** If there are announcements, please request there to be no smoking, no flash photography, and to turn off cell phones during performance. If there are professional photographers invited to the performance, please specify that there be photographs taken during the first three songs only, also without the use of flash. Patrons using Cellular phones to capture still images or video of the Artist shall have such devices confiscated by Buyer. If such permission to take photographs is granted to the Buyer, the photographer must provide Artist with contact sheets and agree to provide Artist with one (1) photograph of Artist's choice gratis, to be used for publicity purpose. Festival has permission to take photos during the first three songs, no flash for promotional purposes only.
8. **BACKLINE REQUIREMENTS** – this is a guideline; and an updated list should be confirmed with the Artist Representative. **Equipment To Be Provided By Purchaser at No Cost to Artist.** Any Substitutions must be approved by Artist Management Office, laurie@aiartists.com in writing.

Please see schedule A at the back of this rider for Musical Instrument and Backline Requirements.

- **Setup:**
Stage to be at least 15'x15'. If outdoors, there will be a covering over stage that will protect ARTIST and equipment from the elements. On the first day of the performance (for multi-night Engagements), venue will be available to Artist for technical setup and rehearsal. All lighting, sound and stage preparations must be completed prior Artist's arrival at the venue no less than four (4) hours prior to doors opening. ARTIST reserves 2 hours for sound check. Buyer will provide house electrician, sound technician, spotlight operator and a minimum of one stagehand/loader/unloader for load in/out. Audience will not be permitted into the performance space until setup/rehearsal has been completed. Buyer will provide all equipment per attached **Schedule "A" & Stage Plot**. No instruments other than those provided by/for Artist will be allowed on the stage.
- **Soundcheck:**
A two-hour soundcheck will be required. **During the soundcheck, doors will not be opened to the public and only necessary technical personnel will be present.** This means 6 hours will be needed for set up and soundcheck. The sound system must be set-up and ready with the sound technicians on stage, or the Artist is under no responsibility to perform.
- **Lighting Requirements:**
The Purchaser agrees to provide at his sole cost and expense, a professional quality lighting system appropriate to the performance venue with operator. **Specific lighting Cues to be provided by Ms. Allyson based on her set list.** Generally speaking, soft colored gels should be used. Sound and Lighting reinforcement should create an intimate ambience appropriate for an acoustic jazz ensemble performing in the venue.
- **Piano Tuning:**
The Purchaser agrees to provide at his sole cost and expense a piano tuner. The piano **MUST** be tuned to A440. Preferably, the piano should be tuned before soundcheck, and then touched up before the performance. If there is only to be one tuning, it must be done after soundcheck, as close to performance as possible. This is

especially true in outdoor venues or nights where other acts are also performing on the piano.

9. **Technical requirements for production:** The Sound System requirements outline in the technical rider must be adhered to exactly. If your in house system cannot meet these requirements an outside Sound Company (Approved by the artists' Production Staff) that can meet them must be brought in at no additional cost to the artist. If you need assistance with locating a Sound Company in your region, please contact us immediately. Buyer will provide a professional sound augmentation system, capable of providing clear, undistorted evenly distributed sound throughout the audience, including; microphones and monitors (per attached stage plot) and a professional engineer to operate said system for the full sound check and performance. Buyer will also provide separate sound system for stage monitoring with a professional engineer to operate it. Monitor specifications include:

- **Sound Board (at least 12 channels) with reverb and equalizer capabilities.**
- Seven (7) monitors, five (5) independent mixes with separate EQ for each mix.
- Reverb in monitors is required.

Once Artist has sound-checked, equipment and levels cannot be changed or re-arranged prior to the performance. Artist Representative will work in conjunction with the house sound engineer and have final approval of house sound levels.

Artist will not have final approval of sound levels, the festival will need to accommodate the needs of the park patrons and surrounding neighborhoods

10. **Dressing Rooms:** Buyer will provide 2 dressing rooms: One (1) for Karrin Allyson and One (1) for Band. Dressing Rooms shall be: Clean, well-equipped and have a private bathroom. Rooms must be secure and equipped with lockable doors and shall be stocked with the following by Load In/Show Time:

- One (1) Iron and ironing board
- Plenty of non-carbonated spring/distilled water
- Two (2) Bottles of Chardonnay (California)
- Two (2) Six packs of good beer
- Assorted teas (regular, herbal and Throat Coat®) and hot water
- Coffee with Milk
- Assorted fresh fruit, vegetable crudités, green salad, and bran / multi-grain crackers
- Nuts and Cheese
- Clean bath with soap and hand towels for Ms. Allyson and band

No dressing rooms available. There is an artist area off the stage with refreshments.

11. **Catering :** Buyer will provide grilled fish or chicken and steamed vegetable hot meals for five (5) people on each night of the Engagement. Dinner to include salad with vinaigrette dressing and whole grain bread, and shall be served at least one hour before starting time of the Engagement. Dinner should be served on site.

NO FAST FOOD PLEASE. Mealtime shall be coordinated with Artist Representative. Meal vouchers / buy-out for area restaurants (or hotel restaurant) will be acceptable with consent from Artist Representative.

12. **Security:** Buyer will guarantee proper security to all musicians, instruments and their personal property before, during and after the performance(s). Special attention is to be paid to the dressing room(s), stage areas and all entrances and exits. Proper security will commence upon Artist's arrival.
13. **Ground Transportation:** Buyer shall provide two (2) vehicles with drivers for touring group. Vehicles must be capable of carrying up to six (6) people. Artist and Band Members shall be transported by **town car**. A **cargo van** or other suitable vehicle should be retained to accommodate transport of acoustic bass in a flight case, other instruments and luggage. Transportation between venue over fifty (50) miles may be provided by motor coach (with sleeping berths), rail, airplane or limousine subject to approval. If Artist agrees to provide own transportation, Buyer shall reimburse Artist for the expense of the rental vehicle/s and any associated parking costs at hotel and venue. Buyer will also provide necessary driving directions to/from airport and hotel, and hotel and venue. Buyer also agrees to have at least two parking spaces reserved at each location for loading purposes. All necessary maps, directions, parking access passes are to be sent to Artist well in advance of the Artist's arrival date. Ground Transportation will be provided by the Festival Founder and / or the Festival Promoter. Artist may rent a car at her own expense.
14. **Parking:** Buyer agrees to have at least two parking spaces reserved at each location for loading purposes. All necessary maps, directions, parking access passes are to be sent to Artist well in advance of the Artist's arrival date. One parking space will be set aside for Karrin Allyson at the festival for rental car.
15. **Hotel:** All hotel accommodations will be in a **minimum four (4) star** hotel near the place of the performance. Buyer will provide One (1) Suite (for Ms. Allyson) and four (4) single rooms (for the band and crew) for the entire length of the Engagement including rehearsal days, if any. **Hotels are subject to approval by Artist and Artist's management, and have twenty-four (24) hour room service. It is preferable that hotels are close to the venue, within walking distance.** All hotel information should be emailed to Laurie O'Brien at laurie@aiArtists.com. **as soon as possible.** 3 star Hotel Marriott in downtown Kansas City
16. **Interviews / Use of Artist Name:** Any media interview requested by the Purchaser shall be submitted to Artist Management no later than two (2) weeks prior to the start of the engagement. The name/likeness of Artist may not be used or associated, either directly or indirectly, with any product or service without Artist's prior written consent. All requests for interviews shall be submitted to Artist in advance. Day of performance interviews and/or autograph sessions will take place only if time permits. Buyer agrees not to commit Artist to any personal appearances, interviews or any other type of promotional appearance without the prior written consent of the Artist. Such arrangements shall be made through Artist Management, laurie@aiArtists.com.
17. **Publicity Materials:** Karrin Allyson's high resolution promotional photos and biography may be downloaded from <http://aiartists.com/karrin-allyson>.
18. **Complimentary Tickets:** Upon request, Buyer will provide Artist with twenty (20) complimentary tickets to be held at the box office under the name, Karrin Allyson. Unused complimentary tickets may be released one (1) hour prior to performance. Contact Artist for Comp. Ticket list. Not Applicable - Free Concert

19. **Segregation:** Artist shall not be required to perform before any audience which is segregated on the basis of race or creed, or where physical violence or injury to Artist or musicians is likely to occur.
20. **Smoking:** There will be NO SMOKING anywhere near the Artist before, during or after the Performance.
21. **Sponsorship:** Purchaser agrees that there will be no signs, place cards, banners, or other commercial advertising material on or near the stage during the performance nor shall the Artist's appearance be sponsored by or in any way be tied with any commercial product or company without consent from Artist or his Management. Purchaser further agrees that Artist's name or likeness will not be used in association, directly or indirectly, with any product or service without Artist's prior written consent. All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by Artist in writing.
22. **Insurance:** Purchaser shall provide insurance to cover fire, theft, riot or other violence, injury to person and/or property, which shall name the Artist, his musicians, road crew and representative as assured thereon for the engagement(s) hereunder. All such insurance to be paid for by the Purchaser. Any additional insurance required by law or otherwise shall be provided and paid for by the Purchaser. Artist and Artist's representative shall be furnished with a copy of all insurance required hereunder. Purchaser holds Artist, Artist's musicians, road crew and representative harmless from and against any lawsuits, claims or the like, sustained by the Artist, Artist's musicians, road crew, and Artist's representative, as a result of failure to obtain adequate insurance coverage as provided herein, and Purchaser shall pay any and all legal expenses incurred by Artist, Artist's musicians, road crew, and Artist's representative in demanding action, claim, lawsuit or the like due to the failure to have in effect the insurance coverage herein provided. All insurance coverage shall be in amounts reasonably necessary to protect Artist, Artist's musicians, road crew and Artist's representative in the event of major fire, theft, injury, riot, or the like.
23. **Full Disclosure:** Purchaser certifies that this contract represents a full disclosure of all the parties of this contract. Purchaser further warrants that there are no sponsors of merchandising concerns affiliated with this contract other than set forth. Purchaser further agrees that if Artist gains knowledge of any sponsors or merchandising concerns connected with this contract other than those set forth, Artist shall have the right to cancel this contract and Purchaser shall forfeit to the Artist all deposits without recourse to the Artist.
24. **Warrants:** Purchaser warrants that he has the right to enter into this agreement and is of legal age. Purchaser also warrants that he is at the present time, the owner of or operator of or has valid lease upon the place(s) of engagement covering the date(s) of this agreement.
25. **Breach of Contract:** In the event that the purchaser refuses or neglects to provide any of the items stated herein, fails or refuses to proceed to make any of the payments as provided herein or fails or refuses to proceed with the engagement, Artist shall have no obligation to perform this contract and will however retain any amounts theretofore paid to Artist or on his behalf and Purchaser shall remain liable to Artist for the contract price set forth. If, on or before date of any scheduled concert, Purchaser has failed, neglected or refused to perform any concert with any other performer for any earlier engagement,

or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory and therefore is in bad standing, Artist shall have the right to demand the payment of the guaranteed compensation forthwith. If the Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to the Purchaser to that effect, and in such event, Artist shall retain any amount theretofore paid by Purchaser to Artist or Artist's representative.

26. Purchaser Assumes Liability:

Except as otherwise herein specifically provided, Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.

27. Indemnification:

Purchaser agrees to indemnify and hold harmless Artist/Artist's representative and its employees, contractors and/or agents from and against any claims, costs (including attorney's fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the Engagement.

Purchaser shall also indemnify and hold harmless Artist/Artist's representative and its employees, contractors and/or agents from and against any and all loss, damage and/or its employees', contractors', or agents' instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by an Act of God.

28. Taxes:

Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues and the like relating to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues and the like.

29. Arbitration:

This agreement may not be changed, modified, or altered except by an instrument in writing by both parties. This agreement shall be construed in accordance with the laws of the State of New York. Any claim or dispute arising out to or relating to this agreement or the breach hereof shall be settled by arbitration in the State of New York.

Credits to appear in all program material:

Management:

American International Artists, Inc.
356 Pine Valley Rd., Hoosick Falls, NY 12090
Phone: 518.686.0972
Fax: 518.686.1960
Email: cvnthia@aiArtists.com
Website: www.aiArtists.com

Record Label:

Concord

THIS AGREEMENT MUST NOT BE CHANGED, MODIFIED OR ALTERED EXCEPT BY AN INSTRUMENT IN WRITING AND SIGNED BY KARRIN ALLYSON OR HER REPRESENTATIVE.

SCHEDULE "A" AND THE ATTACHED STAGE PLOT ARE ALL MADE FULLY A PART OF THIS AGREEMENT.

Signature of Purchaser (or Agent thereof)

Signature of Signatory Musician:
American International Artists, Inc. f/s/o Karrin Allyson
AIA FEIN 20-3571835

Cynthia B. Herbst, President
American International Artists, Inc.
356 Pine Valley Road, Hoosick Falls, NY 12090
Phone: 518.686.0972
Fax: 518.686.1960
Email: cvnthia@aiArtists.com
Website: www.aiArtists.com

SCHEDULE "A" – QUARTET – Technical Specifications

*Quartet: Karrin Allyson (Piano & Vocals) + Guitar, Bass,
and Drums*

Please copy and distribute to all technical personnel

Artist will provide her own two (2) vocal microphones (Shure).

Placement of these microphones: One at Piano and One downstage center.

Any announcements that need to be made once soundcheck is complete will be made on a separate microphone (i.e., NOT the vocal microphones).

SOUND / MUSICAL EQUIPMENT SUPPLIED BY BUYER:

- Microphones, microphone cords, mic stands, Speaker cables, as necessary
- One (1) Grand Piano tuned to A440 prior to soundcheck and performance.
Piano must be Steinway, Baldwin or Yamaha. Baby Grand Piano will be provided.
- One (1) Fender Rhodes with professional keyboard amplifier and keyboard bench. Please confirm during advance if the Rhodes will be needed for your venue.
- One (1) Beta 58 Boom Stand on upstage side of piano
- One (1) Additional Boom Stand
- One (1) Tall Stand for Down Stage Vocal
- Bass requirements: One (1) Professional / Quality 3/4 or 7/8 size Acoustic
- Double Bass (adjustable bridge preferred), with one (1) French Bow. *Please note: If venue cannot provide bass, venue will be responsible for paying for extra weight cartage for shipment.*
- Bass Pick Up should be "The Realist" by Gage or an "Underwood"
- Bass Amp: Galean-Kruger or Polyton
- Guitar Amp: Jazz Cat OR Fender Twin Reverb amp (2nd choice)
- Guitar stand
- Drum Kit (see specs below)
- Four (4) Non-folding Manhasset Music Stands, w/lights (If outdoor performance, music clips are required). No Wire Stands.
- Four (4) Small Towels and at least twelve (12) Bottles of Spring Water available on Stage for the band

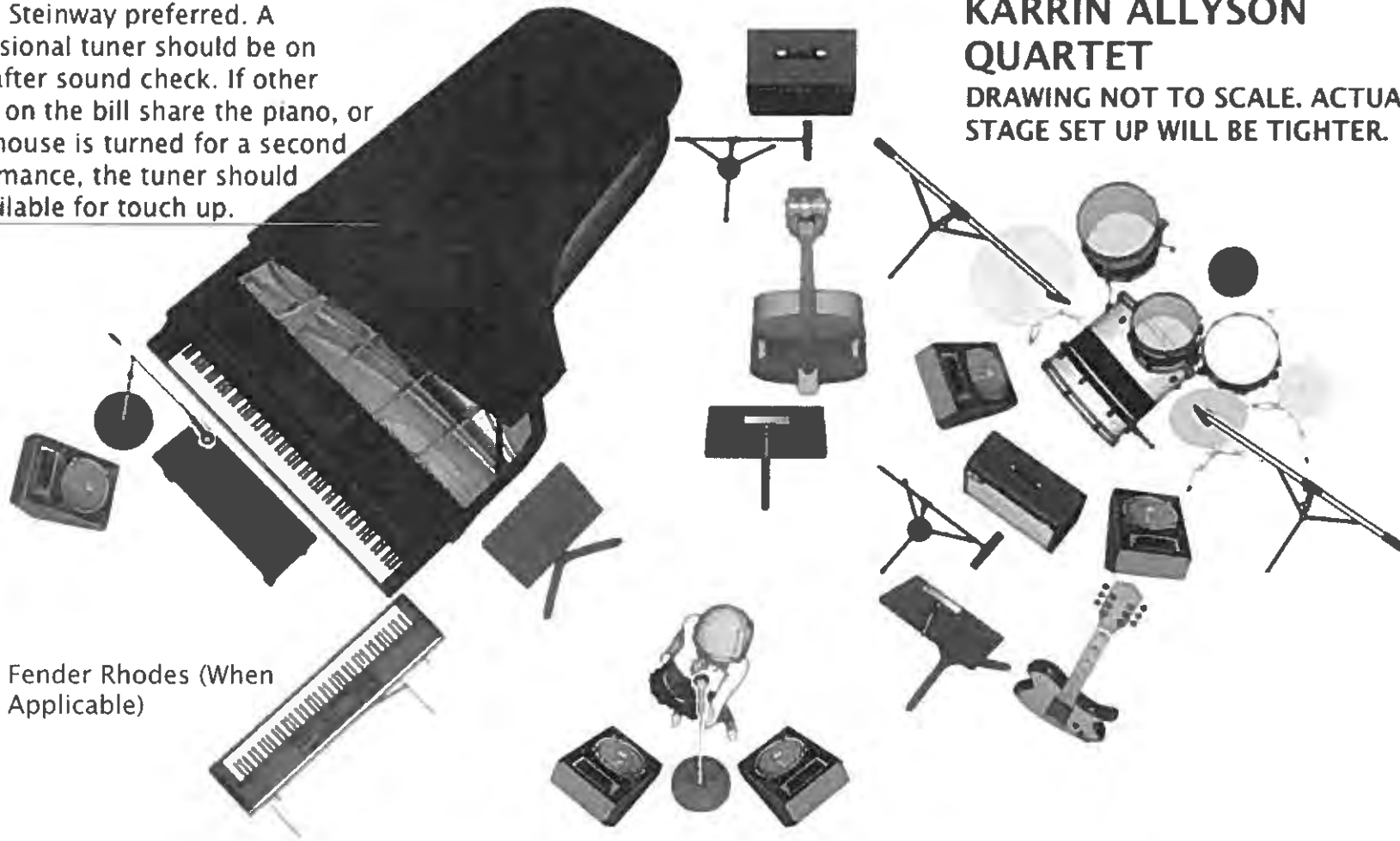
*****Drum Kit*****

- SNARE: 5 1/2" x 14"
- BASS DRUM: One (1) 18" or "20 with bass drum foot pedal
- TOM TOM: One (1) 8"x 12"
- FLOOR TOM: One (1) 14"x14"
- Three (3) cymbal stands
- One (1) snare drum stand
- One (1) High-hat stand
- Rotating, adjustable drum stool (1) Drum Throne
- All Drums Should Have Coated Ambassador Heads

The piano should be a 7' Grand or larger. Steinway preferred. A professional tuner should be on hand after sound check. If other artists on the bill share the piano, or if the house is turned for a second performance, the tuner should be available for touch up.

KARRIN ALLYSON QUARTET

DRAWING NOT TO SCALE. ACTUAL
STAGE SET UP WILL BE TIGHTER.



Fender Rhodes (When
Applicable)

1.Bs. Drum	SM 91	Sh. Boom	9.Pn. Mic L	AKG414	T. Bm	17.Guitar Mon	N/A
2.Snare	SM 57	Sh. Boom	10.Pn. Mic H	AKG414	T. Bm		
3.OH Left	AKG 414	Tl. Boom	11.Pn. Vocal	KA Shure	T. Bm		
4.OH Right	AKG 414	Tl. Boom	12.Pn. V. Mon	N/A			
5.Dr. Mon	N/A		13.CS Vocal	KA Shure	St. Std		
6.Dr. Mon	N/A		14.CS V. Mon	N/A			
7.Bs. Amp	RE 20	Sh. Boom	15.CS V. Mon	N/A			
8.Bs. Mon	N/A		16.Guitar Amp	AKG414	S. Bm		



PLANNING COMMISSION

Council Meeting Date: June 18, 2012
Consent Agenda

PC2012-106: Consider Final Plat for "Rutiaga Ranch"

RECOMMENDATION

Authorize the Mayor to execute the Final Plat for "Rutiaga Ranch" for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission.

BACKGROUND

This area was originally platted in 40' wide lots; however, most of the building sites were developed on 60' wide parcels which were a lot and a half with a few built on 80' parcels which is two lots. The applicant currently owns three lots addressed as 2110 West 72nd Street. All of the lots are 40' wide for a total width of 120' and desires to split the lot into two 60' lots. In order to do so, the three parcels are being replatted as "Rutiaga Ranch".

The replat was approved by the Planning Commission at its meeting on June 5, 2012 with the Commission recommending the Governing Body's acceptance of the rights-of-way and easements subject to the following conditions:

1. That the applicant add the 10 foot utility easement along the north property line and meet with utilities to determine if side lot easements are necessary before submitting the final plat to the Governing Body.
2. That the applicant submit proof of ownership.
3. That the applicant submit the final plat to the Johnson County Surveyor for a review.
4. That the applicant submit a certificate showing that all taxes and special assessments due and payable have been paid.
5. That the applicant remove Survey Notes except for number 5.
6. That the applicant revise both the preliminary and final plats and submit three copies to the City for final review and approval.
7. That the applicant show the front and side setback lines adjacent to 72nd Street and Eaton Street on the plat.

ATTACHMENTS

Planning Commission Minutes of June 5, 2012 (Draft)
Proposed Plat

PREPARED BY

Joyce Hagen Mundy

PLANNING COMMISSION MINUTES
June 5, 2012

NON-PUBLIC HEARINGS

**PC2012-106 Request for Preliminary & Final Plat Approval
2110 West 72nd Street**

Martin Rutiaga, 2110 West 72nd Street, stated he currently owns three lots addressed as 2110 West 72nd Street. All of the lots are 40' wide for a total width of 120'. He would like to split the lot into two 60' lots. Mr. Rutiaga stated he plans to demolish that portion of the home plus an additional 4 feet that is required for the building setback from the side property line. This would reduce the square footage of the dwelling by approximately 217 square feet. The dwelling contains only 1202 square feet so the net result would be a dwelling with only 985 square feet. If this dwelling is not demolished, the applicant plans to add a second floor. There are several homes in this area that are similar in size, but there are many that are larger. The applicant plans to build a new home on the corner lot and may completely demolish the existing home and build a new dwelling on it.

Nancy Vennard confirmed the new home would have a 72nd Street address as this would be required to get the required setbacks.

Dennis Enslinger stated that staff would ensure the existing house has the required five foot setback prior to issuing any permits.

Ken Vaughn asked if he had met with the neighborhood. Mr. Rutiaga replied he met with neighbors on May 9th. Most of the questions were regarding the size of the homes to be built. Mr. Rutiaga stated he plans on building homes similar in size with the neighborhood - four bedroom, 2.5 bath and 1 car garage.

Ron Williamson noted this area was originally platted in 40' wide lots; however, most of the building sites were developed on 60' wide parcels which were a lot and a half. A few were built on 80' parcels which is two lots. The existing dwelling extends into the west proposed lot a distance of approximately 10 feet. The applicant plans to demolish that portion of the home plus an additional 4 feet that is required for the building setback from the side property line. This would reduce the square footage of the dwelling by approximately 217 square feet. The dwelling contains only 1202 square feet so the net result would be a dwelling with only 985 square feet. If this dwelling is not demolished, the applicant plans to add a second floor. There are several homes in this area that are similar in size, but there are many that are larger. The applicant plans to build a new home on the corner lot and may completely demolish the existing home and build a new dwelling on it.

Mr. Williamson noted the size of the homes will be controlled by the zoning requirements; setback, height and lot coverage. However, he noted the front and side setback lines need to be shown on the plat.

Preliminary Plat:

The lot requirements in R-1B are a 60' in width, 100' in depth and a minimum area of 6,000 square feet. The two proposed lots are 60 feet in width, 130 feet in depth with an area of 7,798 square feet. Both lots meet the zoning requirements.

This area is located within Zone X according to FEMA Maps. Zone X is a low hazard area that is outside the 500-year flood level, which means it has less than a 0.2 percent chance to flood annually. The applicant needs to be aware of this condition and may want to set the first floor elevation higher for added protection. FEMA has no requirements for Zone X.

The Preliminary Plat contains most all the information required by the Subdivision Regulations, however no easements are shown. The surveyor stated that no easements are shown on the Granthurst Plat and none were identified in the title opinions. There is a gas line running parallel to the north property line that needs to be in an easement.

The site is currently served by all utilities and connecting to the second lot should be minimal.

Final Plat:

The survey notes do not need to be shown on the plat except for number 5, which acknowledges the flood plain zone.

No easements are shown on the plat, however, there is a gas line running along the north property line and a 10 foot utility easement needs to be dedicated for it. The applicant needs to verify with utilities whether side lot line easements are needed.

The applicant needs to submit proof of ownership including the names of any party that has a mortgage on the property and also submit a statement showing that all taxes due and payable have been paid.

The Final Plat needs to be reviewed by the County Surveyor for accuracy and acceptance.

Bob Lindeblad moved the Planning Commission approve the preliminary and final plat of Rutiaga Ranch and forward it to the City Council for its acceptance of rights-of-way and easements subject to the following conditions:

1. That the applicant add the 10 foot utility easement along the north property line and meet with utilities to determine if side lot easements are necessary before submitting the final plat to the Governing Body.
2. That the applicant submit proof of ownership.
3. That the applicant submit the final plat to the Johnson County Surveyor for a review.

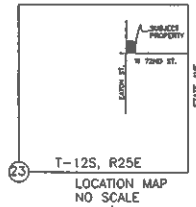
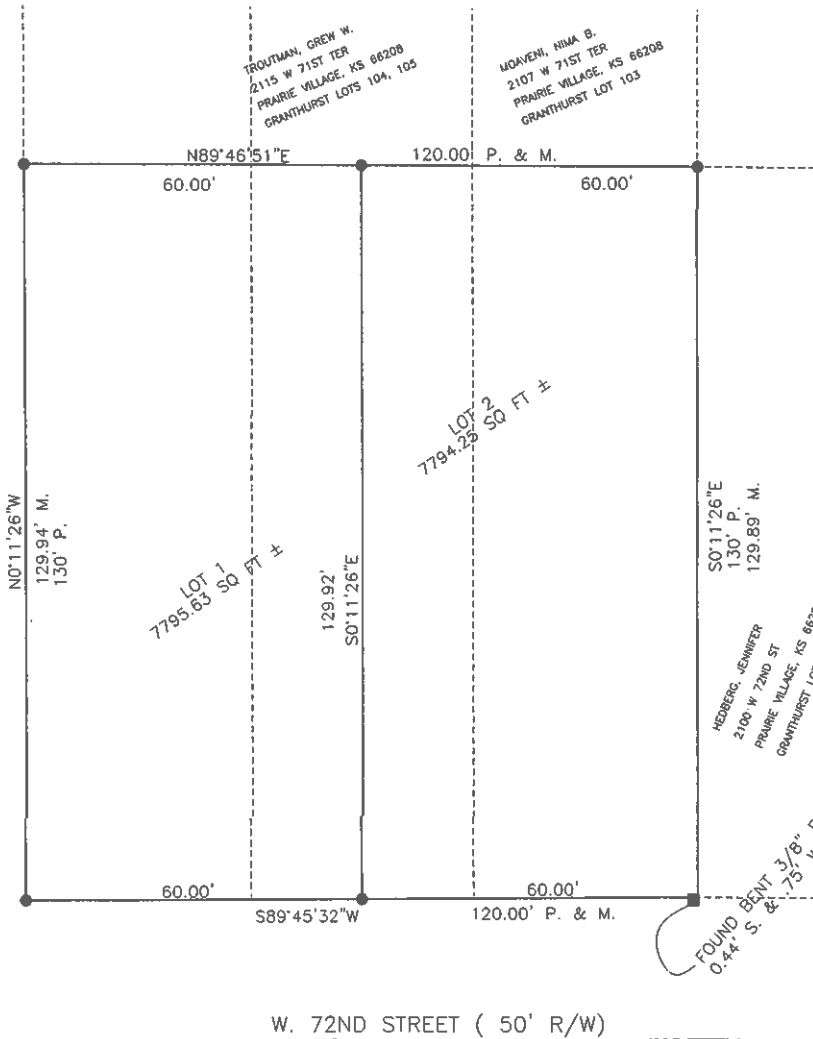
4. That the applicant submit a certificate showing that all taxes and special assessments due and payable have been paid.
5. That the applicant remove Survey Notes except for number 5.
6. That the applicant revise both the preliminary and final plats and submit three copies to the City for final review and approval.
7. That the applicant show the front and side setback lines adjacent to 72nd Street and Eaton Street on the plat.

The motion was seconded by Dirk Schafer and passed 7 to 0.

Ellis Jones, 2110 West 71st Terrace, noted this was not a two story home neighborhood and felt the Commission needed to see the plans for the homes prior to approving the application. Another resident expressed concerns whether the house would be addressed on Eaton or 72nd Street.

Nancy Vennard advised the residents the homes have to be addressed on 72nd Street to meet the setback requirements of the approved plat.

EATON ST. (50' R/W)



T-12S, R25E
 LOCATION MAP
 NO SCALE

Scale in Feet
 1" = 10'

NORTH BASED ON ASSUMED BEARINGS

■ = FOUND MONUMENT AS NOTED

● = SET 1/2"x24" REBAR @ L.S.# 2001020138 O.L.D. CAP IN CONCRETE

P. = MEASUREMENT SHOWN ON RECORDED PLAT

M. = FIELD MEASUREMENT

FINAL PLAT

"RUTLAGA RANCH"
 A RESUBDIVISION OF LOTS 136, 137, AND 138, GRANTHURST, A
 SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KA.

Lots 136, 137 and 138, GRANTHURST, a subdivision in the City of P
 Johnson County, Kansas

THE UNDERSIGNED INSTRUMENTS OF THE ABOVE DESCRIBED TRACT HAVE CAUSED IT
 TO BE SURVEYED IN THE MANNER AS SHOWN ON THE ACCOMPANYING PLAT, WHICH SPOKE
 PLAT SHALL HEREINAFTER BE KNOWN AS:

"RUTLAGA RANCH"
 ALL THEREAFTERS SHOWN ON THE PLAT AND NOT HERETOFORE DEDICATED TO
 ARE HEREBY RELEGATED.

AN EASEMENT OR LICENSE IS HEREBY GRANTED TO PRAIRIE VILLAGE, JOHNSON COUNTY,
 LOCATE, CONSTRUCT AND MAINTAIN OR CAUSE TO BE LOCATED, CONSTRUCTED, MAINTAINED
 OF COURSES FOR ALL OR ANY PURPOSE, WATER, GAS, SEWER, POWER, POLICE AND FIRE
 AND OF TOLLS, TOLLS, LINES AND ALONG THOSE OF LANDS, TRAVEL, LIGHTS, AND
 AND INCLUDING BUT NOT LIMITED TO, D.E. = DRAINAGE EASEMENT, S.E.L. = SEWER EASEMENT
 PERMANENT DRAINAGE EASEMENT, S.E.L. = SEWER EASEMENT OR
 WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF
 RESTRICTED TO THAT PURPOSE.

ALL EASEMENTS SHALL BE KEPT FREE AND CLEAR OF ANY BUILDINGS, STRUCTURES OR
 OBSTRUCTIONS (EXCEPT SIGNAGE, FENCED AREAS, DRIVEWAYS, AND FENCED AREAS
 HEREIN) WITHIN A) THE PROPER SAFE AND CONTIGUOUS USE AND MAINTENANCE OF IT
 OF THE PREMISES LOCATED WITH SAID EASEMENT AND B) THE ADJACENT AND CONTIGUOUS
 COUNTY, JOHNSON AND ITS BRANCHES GRANTED FROM SOME UPON SAID EASEMENTS
 CONTAINED IN THE INSTRUMENTS GRANTED BY SAID EASEMENT.

IN TESTIMONY WHEREOF
 THE UNDERSIGNED INSTRUMENTS OF THE ABOVE TRACT OF LAND HAVE CAUSED THIS
 BE SIGNED THIS _____ DAY OF _____, 2012.

BY: MARTIN RUTLAGA, HUSBAND BY: ERIN R. RUTLAGA, WIFE

(STATE OF KANSAS)) S.S.
 COUNTY OF JOHNSON

ON THIS _____ DAY OF _____, 2012, BEFORE ME, I
 UNDERSTAND HEREBY PUBLICLY PERSONALLY APPEARED MARTIN AND ERIN R. RUTLAGA, I
 WIFE, TO BE PERSONALLY KNOWN, AND KNOWN BY ME ONLY BEFORE ME, THAT THEY
 OWNERS OF THE ABOVE DESCRIBED PROPERTY, AND THAT SAID INSTRUMENT WAS SIGNED
 AND THAT THEY ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF
 PERSONS.

IN WITNESS WHEREOF
 I HAVE HERETOFORE SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN SAID COUNTY
 THIS _____ DAY OF YOUR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NEARBY PUBLIC PRINTED NAME

APPROVED BY THE PUBLIC COMMISSION OF THE CITY OF PRAIRIE VILLAGE, JOHNSON C
 ON THIS _____ DAY OF _____, 2012.

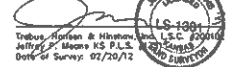
FOR WITNESS, CLERK JUDGE TRACER MURPHY, CLERK

LANDS DEDICATED FOR PUBLIC PURPOSES ACCEPTED BY THE COMMISSION BODY OF IT
 PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, ON THIS _____ DAY OF _____

RONALD L. SWINTEL, Mayor TRACER, JUDGE TRACER MURPHY

- SURVEY NOTES:
1. THIS SURVEY AND THE EASEMENTS SHOWN WERE BASED UPON THE DESCRIPTION AND
 EASEMENT INFORMATION PROVIDED BY CONTINENTAL TITLE COMPANY TITLE REPORT C044
 NO. 12006065, THE EFFECTIVE DATE SHOWN TO BE FEBRUARY 9, 2012.
 2. THE ELEVATIONS SHOWN ON THIS SURVEY ARE FROM JOHNSON COUNTY SEWER PLA
 DATED 7-23-86, SEWER MANHOLE (32) 028 RIM ELEVATION 876.33.
 3. THE UTILITIES SHOWN ON THIS SURVEY ARE FROM A CALL MADE TO 1-800-DIG-54
 FEBRUARY 15, 2012, TICKET NUMBER 12044521. THE OWNER OR CONTRACTOR IS ASKED
 FOR THE LOCATION OF ANY UTILITIES PRIOR TO CONSTRUCTION. SURVEYOR ADDS THESE
 FOR INFORMATION ONLY. THE SURVEYOR DOES NOT GUARANTEE THE LOCATION OF ANY
 IN ANY WAY.
 4. THE DEVELOPER OF THE PROPERTY PLANS TO MODIFY THE EXISTING HOUSE TO FIT
 COMPLETELY ON THE PROPOSED LOT 2.
 5. THIS PROPERTY ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NU
 200175 0040C SHOWN ON MAP NUMBER 2009100040C IS IN ZONE X AND OUTSIDE 1
 CHANGE FOR ANNUAL FLOOD PLAIN AREA, DATED 8-3-2009.
 6. THIS PROPERTY IS ZONED R (RESIDENTIAL) ACCORDING TO THE AHS ONLINE MAPS
 WEBSITE.
 7. THE TOTAL AREA OF THE SUBDIVISION IS 15,589.88 SQ.FT.
 8. THE SUBJECT PROPERTY ADDRESS IS 2110 W 72ND STREET, PRAIRIE VILLAGE, KANS.
 9. BUILDING LINES, COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, RESERVATIONS,
 EASEMENTS, ASSESSMENTS, LIENS, CHARGES, TERMS AND PROVISIONS CONTAINED IN TH
 INSTRUMENT RECORDED AS DOCUMENT NO. 134725 IN BOOK 6 AT PAGE 28.

CERTIFICATION:
 THIS IS TO CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME
 ACCORDANCE WITH THE CURRENT KANSAS UNIFORM SURVEYORS
 PROPERTY BOUNDARY SURVEY.



THHinc
 Consulting Engineers
 TRAVIS R. HANSEN, L.S.
 HANSEN INC.

SURVEY PREPARED FOR:
 TRAVIS R. HANSEN, L.S.
 2110 W. 72ND ST.
 PRAIRIE VILLAGE, KS 66208
 613-708-8012

889 West 40 Highway, Suite 207
 The Dalles, Oregon 97130
 Phone: 503-288-8779
 Fax: 503-288-7991



PLANNING COMMISSION

Council Meeting Date: June 18, 2012
Consent Agenda

PC2012-110: Consider Final Plat for "75 Mission Office Condominium" 2nd Plat

RECOMMENDATION

Authorize the Mayor to execute the Final Plat for "75 Mission Office Condominium" 2nd Plat for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission.

BACKGROUND

Telecom Realty Consultants at 3864 West 75th Street, is proposing to purchase 969 square feet from a condominium currently owned by the Alzheimer's Association which is approximately 2,848 square feet. The building is a platted condominium project and the County Surveyor would not accept the filing of a survey for the proposed division. The plat is a technical requirement necessary to convey the ownership.

The plat was approved by the Planning Commission at its meeting on June 5, 2012 with the Commission recommending the Governing Body's acceptance of the rights-of-way and easements subject to the following conditions:

1. That the applicant add approval certification of the Planning Commission.
2. That the applicant add acceptance certification of the Governing Body.
3. That the plat be submitted to the County Surveyor for review and approval.
4. That three copies of the final revised plat be submitted to the City.

ATTACHMENTS

PC2012-110 Staff Report & Application
Planning Commission Minutes of June 5, 2012 (Draft)
Proposed Plat

PREPARED BY

Joyce Hagen Mundy
City Clerk

DATE: June 12, 2012

PLANNING COMMISSION MINUTES
June 5, 2012

PC2012-110 Request for Replat of 75 Mission Office Condominiums
3864 West 75th Street

Paul Wrablica with Telecom Realty Consultants at 3864 West 75th Street, stated he is proposing to purchase 969 square feet from a condominium currently owned by the Alzheimer's Association which is approximately 2,848 square feet. The building is a platted condominium project and the County Surveyor would not accept the filing of a survey for the proposed division.

Ron Williamson noted this plat is a technical requirement necessary to convey the ownership.

The Final Plat needs to have certifications for the approval of the Planning Commission and acceptance by the Governing Body. In addition the plat is subject to the approval of the County Surveyor.

Nancy Vennard moved the Planning Commission approve the Final Plat of 75 Mission Office Condominiums 2nd Plat subject to the following conditions and recommend acceptance of the plat to the Governing Body:

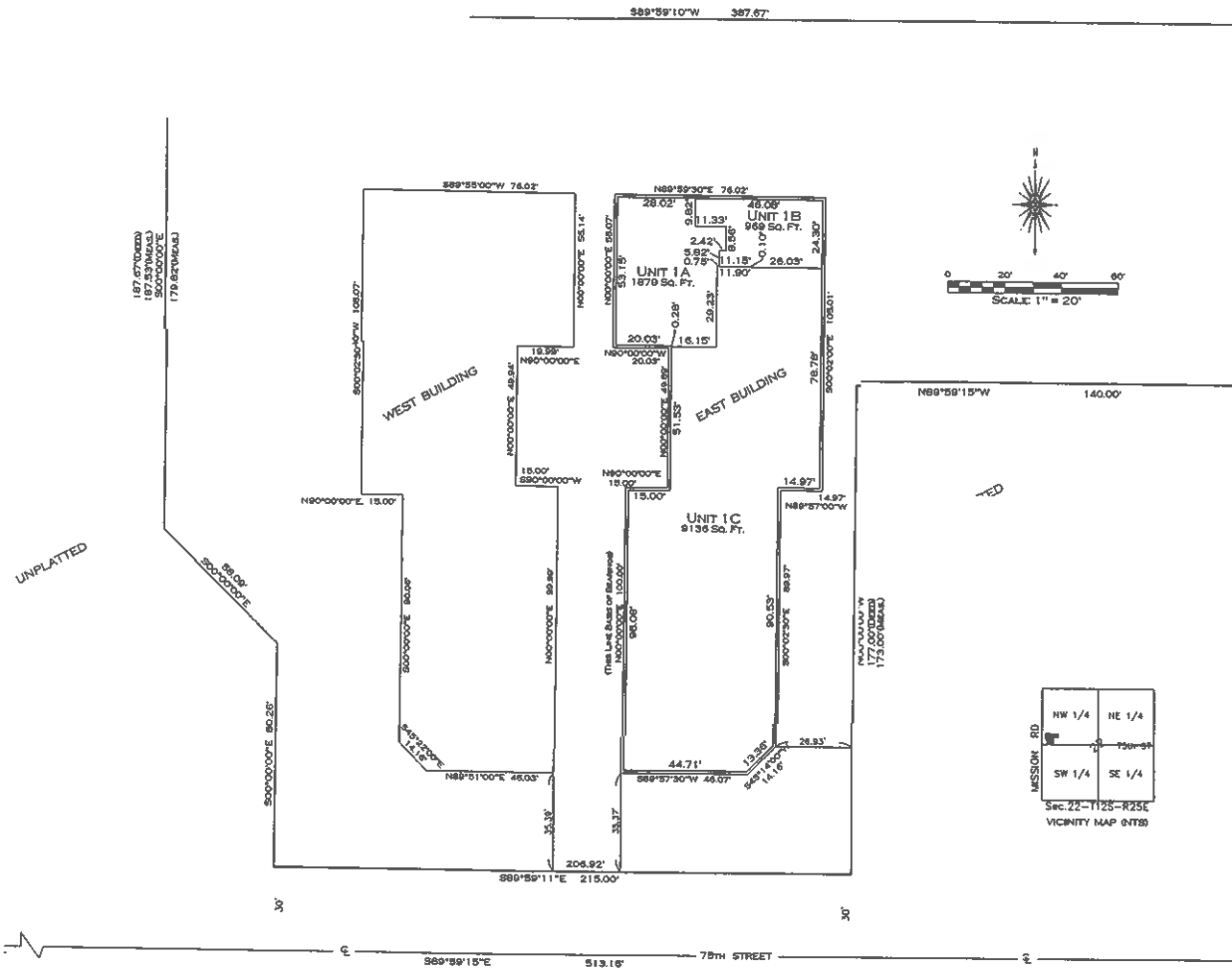
1. That the applicant add approval certification of the Planning Commission.
2. That the applicant add acceptance certification of the Governing Body.
3. That the plat be submitted to the County Surveyor for review and approval.
4. That three copies of the final revised plat be submitted to the City.

The motion was seconded by Dirk Schafer and passed by a vote of 6 to 0.

FINAL PLAT

75 MISSION OFFICE CONDOMINIUM 2ND PLAT

A REPLAT OF EAST BUILDING, UNIT 1, 75 MISSION OFFICE CONDOMINIUM
A CONDOMINIUM SUBDIVISION IN PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS



N21
NW 1/4,
T125R25E

- NOTES:**
1. INFORMATION SHOWN HEREON IS BASED ON FIRST AMERICAN TITLE COMPANY COMMITMENT NUMBER NCS-831637-01PKS.
 2. ELEVATIONS ARE BASED ON JOHNSON COUNTY BM 895 HAVING AN ELEVATION OF 656.676.
 3. BEARINGS ARE BASED ON THE SOUTHWEST EXTERIOR WALL WITH A MEASUREMENT OF 100.00' HAVING AN ASSUMED BEARING OF NORTH 00°00'00" EAST.
 4. MATHEMATICAL CLOSURE PRECISION = 1:33,110

SUBJECT'S CERTIFICATE

I, JOHN W. REIMER, DO HEREBY CERTIFY THAT THE PROPERTY DECK AND SHOWN WAS SURVEYED UNDER MY GENERAL SUPERVISION AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WAS COMPLETED IN THE FIELD IN APRIL, 2012.

BY: *[Signature]*

CONDOMINIUM LAYOUT

UNIT BOUNDARIES SHOWN ALONG THE EXTERIOR WALLS ARE MEASURED TO THE UNFINISHED SURFACE OF THE FINISHED CEILING, THE UNFINISHED SURFACE OF THE FLOOR AND THE INTERIOR SURFACE OF THE UNFINISHED FRAMED WALLS OR GLASS BOUNDING THE UNIT EXTENDED TO THE INTERSECTION OF EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES, INCLUDING ANY AND ALL WALLS, PARTITIONS AND DIVIDERS WHOLLY WITHIN THE UNIT AND THE SPACE INCLUDES BOTH THE PORTIONS OF THE BUILDING LOCATED WITHIN THE UNIT AND THE AIR SPACE SO ENCLOSURED. UNIT BOUNDARIES SHOWN ALONG THE INTERIOR WALLS ARE MEASURED TO THE CENTERLINE OF SAID WALLS.

THE LEGAL DESCRIPTION OF EACH UNIT DESCRIBED IN SAID DECLARATION SHALL BE BY REFERENCE TO THE NUMBER IDENTIFYING THE UNIT AS SHOWN ON THE PLAT FOLLOWED BY THE BUILDING NUMBER AS SHOWN ON THE PLAT FOLLOWED BY THE WORDS 75 MISSION OFFICE CONDOMINIUM 2ND PLAT, A CONDOMINIUM SUBDIVISION IN PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS.

ALL INTERIOR UNIT LINES ARE AT RIGHT ANGLES TO OR PARALLEL WITH THE EXTERIOR LINES OF THE BUILDING, UNLESS NOTED OTHERWISE.

THIS PROJECT CONSISTS OF ONE BUILDING WITH A TOTAL OF THREE UNITS, AND OTHER COMMON ELEMENTS. ALL AS SET FORTH IN THE DECLARATION.

PROPERTY DESCRIPTION

EAST BUILDING, UNIT 1, 75 MISSION OFFICE CONDOMINIUM A CONDOMINIUM SUBDIVISION IN PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS.

PLAT DECLARATION

THE UNDERSIGNED PROPRIETORS OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE KNOWN AS "75 MISSION OFFICE CONDOMINIUM 2ND PLAT".

IN TESTIMONY WHEREOF, ALTHEA'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC., HEART OF AMERICA CHAPTER, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 20____.

DEBRA BROOK, EXECUTIVE DIRECTOR
ALTHEA'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC., HEART OF AMERICA CHAPTER
OWNER OF UNITS 1A AND 1B

NOTARY CERTIFICATION

STATE OF KANSAS
COUNTY OF JOHNSON, SS:
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME DEBRA BROOK, EXECUTIVE DIRECTOR OF ALTHEA'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC., HEART OF AMERICA CHAPTER, OWNER OF THE LANDS SHOWN HEREON, AND THAT SAID INSTRUMENT IS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE ON THE DATE HEREIN LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

IN TESTIMONY WHEREOF, MADAGASCAR STREET ASSOCIATES, L.L.C., HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 20____.

OWNER OF UNIT 1C: _____

NOTARY CERTIFICATION

STATE OF KANSAS
COUNTY OF JOHNSON, SS:
BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, CAME MADAGASCAR STREET ASSOCIATES, L.L.C., OWNER OF THE LANDS SHOWN HEREON AND THAT SAID INSTRUMENT IS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE ON THE DATE HEREIN LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

CITY OF PRAIRIE VILLAGE
APPROVED BY: _____

75 MISSION OFFICE CONDOMINIUM 2ND PLA

COUNCIL COMMITTEE OF THE WHOLE
June 4, 2012

The Council Committee of the Whole met on Monday, June 4, 2012 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President David Morrison with the following members present: Mayor Ron Shaffer, Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Brooke Morehead, Charles Clark, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Captain Tim Schwartzkopf; Captain Wes Lovett; Tim Kobe, Communications Supervisor; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager; 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.

COU2012-10 Consider Parks Sales Tax Initiative for November Ballot

Laura Wassmer provided background on the proposed park sales tax initiative. Discussion began after the completion of the Parks Master Plan in early 2009 when it was determined that funding was not available to implement the estimated \$14M Parks Master Plan as there is no ongoing funding source identified for parks. All parks funding comes from the capital improvement plan (CIP) where parks compete with other city projects and priorities. In the foreseeable future, infrastructure maintenance needs such as streets, sidewalks and buildings will claim most of the available funds within the CIP. In addition, Public Works reports the City is currently underfunding parks capital maintenance items such as interior park trails, play equipment, pool reserves, and tennis courts by \$500,000 annually.

The Parks Committee asked Finance Committee for guidance on how the Parks Master Plan and parks capital maintenance (CIP) can be funded in the future. At their October 19, 2011 meeting the Finance Committee determined a sales tax initiative put to the voters would be the most appropriate option.

The item was discussed by the Council Committee of the Whole at their November 21, 2011 and December 5, 2011 meetings. After deliberation, it was determined the issue was too broad to address and more information was needed on potential uses. Ultimately, the item was sent to the Parks and Recreation Committee to develop a specific recommendation for City Council consideration.

The Parks and Recreation Committee discussed the item at their January 11, 2012 and April 11, 2012 meetings. After lengthy discussion the following ballot language was developed:

Shall the City of Prairie Village, Kansas, be authorized to impose a new $\frac{3}{8}$ percent (0.375%) city-wide retailers' sales tax with two-thirds of the revenue from such a tax (0.25%) used for park improvements contained within the Parks Master Plan with the remaining one-third of the revenue from such a tax (0.125%) used to pay the costs to maintain, acquire, construct, improve and operate City parks, public green space, municipal pools and city-owned statuary ("Park Projects"), and be authorized to pledge

such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection to commence on April 1, 2013 all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

Ms Wassmer noted that in arriving at this language the committee balanced the need to maintain existing park amenities against making Parks Master Plan improvements while being mindful that new improvements will also need to be perpetually maintained. Furthermore, the committee wanted to ensure that funding would go toward improvements and not just maintenance so the decision was made to articulate that specific percentages are directed to each of the two uses.

The committee was also mindful of the overall sales tax rate when selecting a 0.375% rate. With the effective date for a voter approved sales tax rate being April 1, 2013 there will only be a sales tax rate increase for two months and then an overall decrease when 0.6% of the State sales tax rate expires on July 1, 2013.

A $\frac{3}{8}$ percent (0.375%) sales tax will annually generate \$750,000. As currently written, \$500,000 of that amount would go exclusively to Parks Master Plan improvements with the remaining \$250,000 going to other parks projects including maintenance, operations and improvements.

Chris Engel noted the initial ballot language was very broad including both park improvements and maintenance without specific direction as to the amount spent in each area. Bond Counsel has reviewed the language and feels that as written the language would make it very difficult to administer the funds. They have suggested that there be two separate ballot questions - one addressing the revenue to be spent on park improvements or the parks master plan implementation and a different question addressing the funds to be spent on park maintenance. City Attorney noted the proposed language is not preferred and would be difficult to administer. Another option would be to make the language more general and for the Governing Body to adopt by resolution specific direction for the expenditure of the funds.

Ms Wassmer noted the committee wanted the language to clearly indicate that funds were going to be spent for both improvements and from on-going maintenance. The park & recreation committee prepared a priority listing for the park improvements which included the following: 1) McCrum Park Improvements; 2) Windsor Park Improvements and 3) Porter Park Improvements. They do not want the master parks plan progress to be halted.

Council President David Morrison opened the meeting to comments from the public.

Peggy Couch, 4401 West 78th Street, a current park committee member and former council member, noted that during the past two years individuals have approached the committee with requests for serious maintenance on the Harmon Park Tennis Courts and the Windsor Park Trail. There is currently no funding for either. She stressed the need to educate the public on the issues before the City regarding the ballot question and urged the Council to support placing these issues before the residents to decide.

Charles Schollenberger, 3718 West 79th Terrace, addressed the Council in opposition to placing the proposed 3/8 cent parks tax on the ballot at this time. Although he supports parks, with 8.2 % unemployment and near record foreclosures, this is not the time to increase discretionary taxes. He noted the proposed increase would bring the sales tax rate in the two primary shopping centers in Prairie Village to 9.9%, almost 10 percent.

Mr. Schollenberger expressed concern with the negative impact this could have on our city businesses as area shoppers as well as Prairie Village residents do their shopping in neighboring cities with a significantly lower sales tax. He is not confident the state sales tax set to expire in July of 2013 will truly expire. Prairie Village has spent almost two million dollars on park improvements in the past two years. Additional improvements can and should wait.

Dan Searles, 4907 West 63rd Terrace, reminded the Council that this action was not a vote to increase taxes. He acknowledged that it may be perceived by some as being endorsed by the Council and noted that the education process is very important. Mr. Searles noted a dedicated sales tax would guarantee the continued improvement and maintenance of the city's parks whereas a mill levy increase cannot be dedicated to parks. The committee felt an increase to 10% was too high, yet acknowledged the need for funding for both ongoing maintenance as well as park improvements. Mr. Searles noted the minimal expense to the city to place this question on the ballot for the residents to decide. He stressed the need for funding is not going away and needs to be addressed one way or another.

Diane Mares, 6349 Roe Court, stated she felt the city's parks were one of its greatest assets. The recent park renovations have re-engaged neighborhoods. She urged to Council to approve the placement of the proposed parks sales tax on the November ballot.

Ted Odell stated he would like to have more information and details on the needed funds. He would like to see if the needs could be handled through the budget process. The proposed increase would give Prairie Village one of the highest sales tax rates in the area.

Charles Clark noted with an annual investment of \$500,000 it will take 28 years to complete the \$14M parks master plan recommendations. He added recent projections are that the current recession will not be recovering for another four to five years. He questioned if the City wanted to wait that long to move forward. He feels the City has some responsibility to fund the Parks Master Plan that it approved.

Mr. Clark stated that park maintenance is part of the CIP budget, but noted the competition for CIP dollars is strong with the city's aging infrastructure. The approval of a dedicated sales tax that included funding for parks maintenance would free up CIP dollars for other infrastructure repairs.

Ruth Hopkins agreed the city is facing some huge financial challenges in the maintenance of its infrastructure. She supports the maintenance of the city's streets over parks. She noted the entire time she has been on the Council the City has provided money for park maintenance.

Laura Wassmer replied the parks have been underfunded for the past several years and it is time to turn that around. The funding of streets has always taken a priority over the funding of parks. She stated infrastructure improvements can be funded with a mill levy increase. As important as she feels the parks are to Prairie Village, they are an amenity and in funding decisions will always take a back seat to city infrastructure and public safety. The dedicated sales tax is a way to ensure ongoing funding and she feels the city owes it to their residents to allow them to determine if they would support an increase in sales tax to maintain and improve city parks. Give them the ability to have a voice. She does not feel the Council has the right to not allow them the opportunity to vote and to make that decision.

David Belz feels the sales tax is the right thing to do based on the strong competition for city revenues. Parks have always been a step behind streets and always will. With an established dedicated source of revenue through a sales tax the parks will no longer be in competition for limited city dollars which will not only ensure the ongoing maintenance, but free up general city revenues for other expenditures. He feels this is the proper action to be taken; however, he supports having two separate ballot questions - one for maintenance and one for improvements and would like to see the amounts split evenly.

Dale Warman stressed the need to educate the public as this moves forward so they have a clear understanding of the implications of this action on other city projects. He strongly disagreed with the statements made that to oppose this ballot question, is to oppose parks. He strongly supports the parks, but fears the possible impact of this spending on the overall city finances.

Steve Noll stated he supports the public vote but feels strongly the proposed sales tax should have a sunset. What is a priority now, may not be a priority a decade from now. He is not supportive of tying the money to the parks master plan but rather reviewed annually with a determination made on the most appropriate expenditure. He feels the sunset is essential. If it is determined it is still needed and valid in ten years, the ballot question can be placed before the people again. Laura Wassmer replied the committee discussed a sunset but felt that the maintenance required on-going funding. She confirmed with the city attorney that another ballot could be issued at the conclusion of a sunset to continue the tax if desired.

Ms Wassmer acknowledged education of the public would be a huge task and agreed with the importance of the public understanding the full implications of approval of the sales tax.

Ted Odell expressed doubt that the general public would truly understand the implications of the additional sales tax and does support going forward with the proposed ballot.

David Morrison stated the city has spent a lot of money on its parks. He feels the timing is off for increasing the sales tax in these uncertain economic times especially doing so before the Council completes its budget process. He views the Parks Master Plan as what the city would do if funding were available and that the proposed sales tax question is sending the wrong message to the public.

Laura Wassmer responded the improvements to Franklin and Weltner Park have been surreal, but stated there is no money in the budget for repair of trails that present a potential risk for the City. She has been through six budget processes and the city budget does not contain a hidden \$800,000 windfall that can be pulled to cover these expenses.

Quinn Bennion stated that Public Works staff is currently drafting the next CIP plan and it will be presented to the Council in two weeks for consideration. The draft plan does include parks funding.

Ms Wassmer responded \$300,000 is not sufficient funding for a park project. Mr. Bennion noted some of the items identified by the Parks Master Plan could be completed for this amount.

Ruth Hopkins stated the parks status is not as gloomy as has been presented.

Andrew Wang stated he views the Parks Master Plan as a strategic plan, not an operational plan to determine what things are possible and what would be the related costs. He approved the plan because he feels planning is important. In approving it, he did not commit to funding it in total. If the ballot question is approved, he recommends the use of economic development funds to ensure that the public is well educated on the question, the need, the impact of the action, etc.

However, Mr. Wang added he does not feel he was elected to return every difficult decision to a vote of the general public. He was elected by his constituents to make those difficult decisions on their behalf.

Laura Wassmer moved the Governing Body direct staff and legal counsel to draft a resolution calling for a general election on November 6, 2012 relating to a park-specific general sales tax. The motion was seconded by David Belz.

Brooke Morehead stated the people were angry with the CID sales tax approved by the Governing Body. This increase would give Prairie Village the one of the highest sales tax in Kansas. She fears the residents will go other places to shop. If Prairie Village were a tourist attraction with a significant number of outsiders coming through this may work. She will be voting as her citizens have directed her against a sales tax increase.

Dale Warman agreed with Mr. Wang that every difficult question should not be taken back to the public. Council members were elected to be the voice of the people and to make decisions in the best interest of the City of Prairie Village.

Laura Wassmer moved to amend her motion with the insertion of a ten year sunset. David Belz agreed with the proposed amendment.

Council President David Morrison called for a vote on the motion as amended with a ten year sunset.

The following votes were cast: “aye” Belz, Clark, Wassmer, Noll, Warman; “nay” Odell, Morrison, Morehead, Wang, Hopkins, Weaver. The motion was declared defeated by a vote of 5 to 6.

COU2012-29 Consider revisions to 2012 Prairie Village Fee Schedule

In 2010, the Municipal Court decided to incorporate the State of Kansas Judicial Branch Education Fund Fee of \$0.50 and the State of Kansas Court Costs and Law Enforcement Training Center Fund of \$20.00 into its existing fine structure to simplify the collection of payments.

Dennis Enslinger stated the Municipal Court is currently updating its software applications. It has been determined the fees will need to be applied individually to each case filed and tracked separately from the actual fine amount. In order to collect these fees as individual fees, the 2012 Prairie Village Fee Schedule needs to be revised to list these fees.

Mr. Enslinger stressed these are not new fees but, existing fees which the City is required to collect under state statute provisions.

Ruth Hopkins made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL ADD THE FOLLOWING FEES TO THE
2012 PRAIRIE VILLAGE FEE SCHEDULE:
STATE OF KANSAS JUDICIAL BRANCH EDUCATION FEE - \$ 0.50
STATE OF KANSAS COURT COSTS & LAW ENFORCEMENT
TRAINING CENTER FUND - \$20.00
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2012-30 Consider bid award for Project 190918: Public Safety Roof Replacement

On May 18, 2012, the City Clerk opened bids for Project 190918, Public Safety Roof Replacement. Four bids were received:

Bordner Roofing Co.	\$53,327.00
Buck Roofing	\$69,000.00
Bob Frazier Roofing	\$88,588.00
Guarantee Roofing	\$92,720.00

Engineer's Estimate

\$68,642.00

Keith Bredehoeft stated all bids have been reviewed and noted Bordner Roofing Company is the same contractor that replaced the City Hall roof so staff is very familiar with the company and are confident they will perform the work well. Funding is available under the Capital Infrastructure Program under Project Number 190918- Public Safety Roof Replacement. The work is scheduled to begin after July 4th.

Ruth Hopkins stated she thought the public safety roof replacement was going to include a solar installation and asked what happened.

Quinn Bennion responded initially there was discussion to include a solar installation for the public safety roof. The energy audit focused on geothermal energy instead of solar as it had a quicker rate of return.

David Morrison noted he remembered discussion of this roof having a solar installation. Keith Bredehoeft responded he was unaware of this and the project was bid as a roof replacement/maintenance project for the replacement of shingles. He noted the work to be done does not include the flat portion of the roof area and does not preclude a future solar installation. Mrs. Hopkins replied it would make sense to do the work at the same time.

Andrew Wang confirmed the work done under this project would not be impacted or impact any future solar installation. Mr. Bredehoeft noted he was not an expert on solar installations, but he did not feel there would be any significant overlap or overbuilding done if there was a future solar installation. Mr. Wang asked if the solar panels were being investigated as an energy savings initiative or an environmental statement. Mr. Hopkins replied there would be an energy savings with a solar installation.

Ted Odell noted that typically solar panel placement is on the flat portion of a roof and that the proposed work could not impair a future solar installation.

Charles Clark made the following motion, which was seconded by David Belz and passed by a vote of 10 to 1 with Ruth Hopkins voting "nay".

**MOVE THE CITY COUNCIL APPROVE THE LOW BID OF
BORDNER ROOFING COMPANY IN THE AMOUNT OF
\$53,327.00 FOR PROJECT 190918: PUBLIC SAFETY ROOF
REPLACEMENT**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2012-31 Consider approval of street repairs related to the 2009 Street Paving Program

Keith Bredehoeft stated during the two year warranty work for the 2009 Street Paving Program it was discovered that 2 inch asphalt surface repairs that O'Donnell and Son's was completing required 6 inch full depth asphalt repairs. Staff directed O'Donnell and Son's to make the full depth repairs that were necessary. Generally, O'Donnell and Son's will pay for the 2 inch surface repairs while the City will pay for the additional 4 inch base repairs. Based on the repairs that were needed these streets apparently needed additional full depth repairs when the street work was completed in 2009. O'Donnell and Son's assisted the City by performing this additional work and completed the work quickly. These repairs were completed on 73rd Street from Nall Avenue to Tomahawk Drive, on Fontana Street from 79th Street to 82nd Street, and on Falmouth Drive from Windsor Street to 74th Street. Mr. Bredehoeft noted funding is available in the current Street Program budget.

Charles Clark noted if the City had been placing appropriate funds in the budget to do regularly scheduled maintenance of our streets, there would be less need for such full depth reconstruction. There is a cost to delayed maintenance.

Charles Clark made the following motion, which was seconded by Andrew Wang and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE PAYMENT OF
\$43,011.41 TO O'DONNELL & SONS FOR STREET REPAIRS
RELATED TO THE 2009 STREET PAVING PROGRAM.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Presentation and Discussion regarding Overview of 2013 Budget

Quinn Bennion stated the Council Committee of the Whole meeting would need to be recessed at 7:25 for the City Council meeting and then be reconvened after the City Council meeting for the conclusion of the 2013 budget presentation.

Mr. Bennion stated the proposed City Administrator 2013 budget is balanced with the existing mill levy rate of 19.491 and maintains the same services as currently provided to residents with two proposed enhancements - the tree trimming services and the school crossing guard services. The only change in personnel would be the possible reduction of FTE with the outsourcing of the school crossing guard service. .

Mr. Bennion noted the 2013 operating budget is less than the 2012 operating budget. It is proposed that the stormwater utility fee and solid waste fee remain at their current rate. Mr. Bennion explained what items were included in the city expenditure categories of personnel services, contractual services, commodities and capital outlay.

The 2013 budget will place an emphasis on the establishment of reserves and the equipment reserve fund to create a more stable budgeting scenario and an increase in

the actual budget ratio by reducing the budget to a projected 96% estimated expenditure rate with more reliance on contingency funds for unexpected financial needs.

Recess

Charles Clark moved to recess the Council Committee of the Whole. The motion was seconded by Ted Odell and passed unanimously. The meeting was recessed at 7:24 p.m.

Council President David Morrison reconvened the Council Committee of the Whole meeting at 8:00 p.m.

Public Safety Budget

Chief Wes Jordan opened the presentation of the 2013 Public Safety Operating Budget with an overview of his department's \$5,920,592.62 budget reflecting less than a 1% decrease from the 2012 budget of \$5,937,009.72. He briefly explained the contract for services with the City of Mission Hills and how that impacted his budget.

Chief Jordan noted the department's budget without personnel costs for 2013 was \$917,393.15 reflecting a decrease of 4.7% from the 2012 budget. He noted these are areas where the department has some control over expenditures. Chief Jordan reviewed the Administration budget noting decreases of \$760 in professional associations, \$500 in recruiting and \$300 in composites.

Captain Tim Schwartzkopf presented the Investigations Unit budget which includes 7 personnel and has a decrease of \$21,100 primarily to a reduction in police vehicles of \$21,500. Special Investigations includes a corporal and 1 officer and reflects a slight increase due to an increase in fuel costs and vehicle operating supplies.

Captain Tim Schwartzkopf stated that he supports the continuation of the city's participation in the D.A.R.E. program which is funded with drug and alcohol funds and shared positive comments he had received from parents and teachers. This program also has a slight increase due to vehicle operating supplies. The Crime Prevention Program budget reflects an increase of \$763. The Professional Standards Program staffed by one sergeant who oversees all department training has an increase of \$595 for the purchase of a "Line of Duty" subscription that allows for web-based training for officers that can be viewed while in their vehicles.

Tim Kobe, Communications Supervisor, presented the Staff Services Program which includes himself, 6 dispatchers, 2 records clerks and a technical operations officer. Time explained the functions of this unit and reviewed their budget which has two significant reductions - a \$2000 decrease due to a reduction in AIMS mapping and a \$10,850 reduction in Motorola/MA-Comm hardware maintenance.

Captain Wes Lovett presented the Community Services budget which includes the two community service officers and the crossing guard contract. The AMC contract is animal board and services is the largest component of this budget. The 2013 budget

includes the contracting out of the crossing guard services at seven locations within the City. Captain Lovett noted the cities of Leawood, Lenexa and Shawnee currently contract out these services and are very pleased with the services provided.

Chief Wes Jordan noted the biggest challenge for the city with providing these services is providing back-up services for the guards. To do so, a patrol officer or the community service officer is pulled out of service. The positions are also difficult to fill when a vacancy occurs. Chief Jordan noted in preliminary discussions with a company they indicated they would hire all the existing guards at their existing positions.

David Belz asked if the cost is based on the number of guards and locations. Chief Jordan responded the city has not negotiated costs, that the numbers are estimates based on preliminary discussions. He stressed he wants quality people at these locations and wants to see the existing people stay at their locations.

David Belz noted the city would lose control by outsourcing the work. Chief Jordan stated it would lose some control but this would be a substantial contract and he feels that would give the city some power.

Ruth Hopkins asked how the crossing guard have responded to this proposal. Chief Jordan stated he wrote letters to each of them and had follow-up personal conversations with them. They are worried about losing their position and/or location and rate of pay. He promised that he would negotiate in their behalf and that he wants to see them treated well.

Captain Lovett presented the Patrol Program including one captain, 4 sergeants, 3 corporals and 19 patrol officers with 2 directed patrol unit officers. Several reductions were made in this program with increases machinery maintenance and repairs, fuel and field equipment. Overall the proposed 2013 budget is less than the 2012 budget. The traffic unit includes 1 sergeant and 4 officers with increases in their budget for fuel costs.

Chief Jordan explained the Off-Duty Contractual Services program which is revenue neutral as the cost paid for the services covers the city's costs.

Public Work Department

Bruce McNabb, Public Works Director, presented the proposed 2013 Public Works Operating Budget with an overview of his department's \$5,644,000 budget reflecting approximately a 1% increase from the 2012 budget of \$5,590,214. This budget covers nine program areas. Current services will be maintained; however, he noted there may be slight decreases in production to a significant increase in safety training. He also noted the proposed budget is very tight and he anticipates there may be more requests for contingency funding of any unexpected costs.

Mr. McNabb stated an analysis of permit fees vs. the costs for the services reflect a deficit which he hopes to address with proposed permit fee increases later in 2012. The 2013 budget also contains funding for more public information meetings on CIP projects.

Drainage Operations & Maintenance: Mr. McNabb noted there were no significant changes in this program. He reviewed the use of the city's confined space entry system.

Vehicle Maintenance: This program area provides full service for 43 public works and codes vehicles and special equipment and limited service for 40 police vehicles. The program also contract fuel service for the City of Mission Hills and Johnson Country Fire District #2.

Streets Operating & Maintenance: This is the largest program operating budget area. Over 70% of the 2013 budget is major contractual services including the following:

Street Lights (\$690,000)

Traffic Signals (\$680,000)

Street Repairs (\$273,000)

Crack Filling (\$63,000)

Slurry Sealing (\$126,000)

Mr. McNabb noted the challenge in this program is estimating KCP&L bills and probable rate increases.

Parks & Grounds Maintenance: This program is the largest public works program in terms of staff time. Work in the city's parks accounts for approximately 50% of this program. Also covered under this program are fountains, islands, city grounds and street trees. The 2013 budget reflects a small increase in tree planting, the replacement of the wood chipper and a significant increase in street tree trimming.

Pools Operations & Maintenance: No significant changes

Tennis Operations & Maintenance: The 2012 budget includes crack sealing of all Harmon Park Courts. There are no significant changes proposed for 2013.

Buildings Operations & Maintenance: This program includes the care of the 7 city facilities - municipal offices, community center and public works complex. In 2012 most of the floor coverings were replaced in City Hall. The 2013 budget includes painting of the Community Center and replacement of the roll up doors on public works building C.

Police Building Operations & Maintenance: Roof replacement and floor covering replacements included in the 2012 budget. No significant changes proposed for 2013.

Charles Clark stress the importance of having a strong work safety program for employees.

Contract Tree Trimming Program

The City's legal responsibilities for tree care are as follows:

- Adjacent private property owners are responsible for street trees
- City is not responsible for trees on private property
- City does not have to perform any maintenance
- City can regulate maintenance

- Current City code could be clarified

The City's current program includes the trimming and/or removal of larger dead branches and imminent hazards as well as the removal of dead trees and stumps. Regular tree of street trees is done on a scheduled cycle - current cycle is 9 to 10 years. A tree inventory is maintained, new trees are planted in right-of-way primarily on a replacement basis and city owned trees are sprayed as needed.

Mr. McNabb noted the cities of Leawood, Shawnee and Westwood have reactive programs which maintain trees are the responsibility of the property owners and property owners are cited for failure to maintain/trim trees as required. The cities of Fairway, Lenexa, Mission Hills and Roeland Park have proactive programs with contracted tree trimmers trimming trees throughout the city every three to five years.

Laura Wassmer provided background on the city's program. She noted that most home owners are not aware that tree maintenance is their responsibility and many cannot afford to have the maintenance done adequately. She believes trees are one of the city's valued assets and strongly supports continuation and enhancement of the city's program.

Ruth Hopkins questioned the city's lack of responsibility for tree trimming. City Attorney Katie Logan clarified that if the city is aware of a potential dangerous situation caused by tree limbs it is then required to take action or could be held liable.

Steve Noll stated that prior to the city beginning its program the Prairie Village Homes Association had a tree trimming program for its area. He does not feel the city will ever get residents to take responsibility for maintenance of right-of-way trees. The city needs to take responsibility even if it is not legally required to do so.

Dale Warman stated he is ok with the removal of dead limbs from trees, but the City cannot afford to trim good limbs from trees. He supports continuing the program of removal of dead limbs but he doesn't feel the city can afford to provide actual tree trimming services for residents.

Mr. McNabb noted another option used by some cities is to trim trees in designated areas, such as along major streets, along school routes, etc. and not provide the service for the entire city.

David Belz asked what the cost would be to provide the limited services. Mr. McNabb responded he did not have figures, but thought it could possibly be done without increasing the budget.

Mr. McNabb reviewed a chart of the breaking down the costs based on the number of areas done per year and the impact on the trimming cycle. The city's tree board recommends a three to five year cycle or to go with a reactive program that is enforced. Mr. McNabb expressed concern with creating a false sense of security with a nine to ten

year cycle. He noted the north area that had significant damage from a recent storm had been trimmed two years prior to the storm.

Ruth Hopkins confirmed that other cities do actually cite their residents for failure to trim. Laura Wassmer stressed the huge financial cost of tree trimming. Steve Noll stated he supported be a proactive approach. Dale Warman supports the removal of dead or dangerous limbs, but noted the need to educate the residents of their responsibility to trim the trees.

Quinn Bennion confirmed the Council was comfortable with the proposed \$125,000 budget line for tree trimming services which is an increase from \$75,000 in the 2012 budget.

Administration

Quinn Bennion noted the proposed general fund transfer to CIP in 2013 is \$2.5M, whereas the 2012 transfer was only \$1.6M. He noted that the amount is improving, but still not meeting all the needs.

Mayor & Council: Brooke Morehead questioned the expenditure of funds to the Shawnee Mission Education Foundation. Mr. Bennion responded the city has historically supported the foundation in recognition of the impact of the high quality schools attracting residents to the City. Mayor Shaffer noted the donation was to the foundation - not the schools. Mr. Bennion noted this is already committed in the 2012 budget.

Brooke Morehead asked if the replacement of the Council chairs at a projected cost of \$12,000 was necessary. It was agreed the item would remain for now.

Management & Planning: The proposed 2013 budget reflects a decrease of 4.3%.

Information Technology: The proposed 2013 budget reflects a 5.4% decrease attributed to annual contract services annual software agreements.

City Clerk: The proposed 2013 budget reflects a decrease of 7.6% primarily to the not funding any elections in 2013 and the change in law regarding the publication of legal notices. 2011 service revenues were presented.

Municipal Court: The proposed 2013 budget reflects a decrease of 3% primarily attributable to reduction in contract services. 2011 services provided were presented. It was noted that the Municipal Court also provides services for the City of Mission Hills for which it is compensated.

Codes Administration: The proposed 2013 budget reflects an increase of 0.7%. Mr. Enslinger reported an increase in permits issued, inspections and plan reviews over the past year with strong indications of this continuing into 2013.

Parks & Recreation: The proposed 2013 budget reflects an increase of 4%. 2011 recreational programming levels were presented.

Community Programs: Dennis Enslinger noted the 2013 budget reflects an increase of 6.9% due to the inclusion of revenue received by the City through VillageFest donations and the sale of art work from the gallery exhibits. \$16,000 has been included in the 2013 budget for Community Center furniture.

Quinn Bennion stated the budget recommends the city's commitment to outside community agencies and memberships.

David Morrison questioned the city's funding to United Community Services. Mr. Bennion explained that \$7000 budgeted for UCS is utilized by community agencies for programs screened and recommended by the UCS Board. UCS also coordinates the distribution of the city's \$15,000 drug & alcohol funds. Mr. Morrison stated he cannot support the expenditure of taxpayer dollars to private agencies. He confirmed the actual agreement with UCS will come before the Council for approval.

Marya Schott of UCS was present at the meeting and explained the process of selecting and recommending the agencies and programs.

General Budget Items

The following general budget items are reflected in the proposed 2013 administrator's budget:

- Fuel costs: \$3.75 per gallon
- Health insurance: 6% increase
- KPERS: 0.6% employer rate increase
- Police Pension Contribution: same as 2012 at \$450,000
- Employee Merit Pool: 2% average increase
- 5% rate increase for street lights and traffic signals
- General Fund Contingency balance of \$500,000

Use of Other City Funds

Finance Director Lisa Santa Maria reported that she does not anticipate any increases in the following funds for 2013:

Restricted Funds

- Economic Development Fund
- Solid Waste Fund
- Stormwater Utility Fund
- Alcohol Tax Fund

Unrestricted Funds

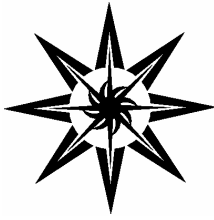
- General Fund - the City will continue to use the annual yearend balance in this fund that exceeds 25% of budgeted revenue to balance the budget
- Risk Management Reserve Fund
- Equipment Reserve Fund.

The CIP budget will be presented at the Council Committee of the Whole meeting on Monday, June 18th. If needed the Council can meet on Monday, June 25th to further discuss the 2013 operating and CIP budgets. Permission to publish the budget needs to be approved on Monday, July 16th with the public hearing for the 2013 budget held on Monday, August 6, 2012.

Adjournment

The meeting was adjourned by Council President David Morrison at 10:00 p.m.

David Morrison
Council President



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 18, 2012

Council Meeting Date: June 18, 2012

***COU2012-32: CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 2011 BOND, 2012 PAVING, AND 2012 CARS PROJECT**

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with McAnany Construction for Project 2011 BOND, 2012 Paving, and 2012 CARS Project, and other miscellaneous projects for \$5,100,000.00.

BACKGROUND

This project includes work on many streets throughout the City. It is funded primarily by the 2011 BOND proceeds, the 2012 Paving program, and the 2012 CARS Program. These streets will be rehabilitated and will include repair or replacement of the concrete and asphalt pavement. Drainage repairs are made on some streets as well. This project will not be complete until the end of 2013 so some streets will be completed in 2012 and others in 2013.

Included in the project is the paving of the Windsor Park Trail. This will be repaired and overlaid at its current width. This will be funded with the remaining funds from the Tomahawk Trail Project.

Included in the project is the rehabilitation of 71st Terrace from State Line Road to Eaton Street. This project will utilize the remaining 2009 Bond Funds.

Street Projects-

- 64th Street (Granada Drive to Delmar Drive)
- 68th Street (Fonticello Street to Roe Avenue)
- Fonticello Street (71st Street to 67th Street)
- 70th Terrace (Nall Avenue to Fonticello Street)
- 73rd Terrace (Widnsor Drive to Falmouth Drive)
- 74th Terrace (Windsor Street to Canterbury Drive)
- Canterbruy Drive (74th Terrace to Windsor Street)
- 72nd Street (Cherokee Drive to 71st Terrace)
- 78th Street (Juniper Drive to Roe Avenue)
- 78th Street (Roe Avenue to Fontana Road)
- Pawnee Drive (75th Street to 77th Street)
- Outlook Drive (81st to Reeds Street)
- Rosewood Drive (Somerset Drive to 87th Street)
- 90th Street (Roe Avenue to Delmar Road)
- 93rd Street (Mission Road to Delmar Road)
- 71st Terrace (Stateline Road to Eaton Street) 2009 Bond Funds
- 69th Terrace (Nall Avenue to Fonticello Street)
- Reeds Street (81st Street to 79th Street)

81ST Street (Somerset Drive to Canterbury Street)
Canterbury Street (81St Street to Somerset Drive)
Linden Drive CDS (South of 86th Street)
72nd Street (Roe Avenue to Tomahawk Road)
74th Street (Village Drive to Mission Road)
Windsor Park Trail Repairs
Somerset Drive- (Roe Avenue to Nall Avenue) CARS

On June 1, 2012, the City Clerk opened bids for the project. Four bids were received:

McAnany Construction	\$4,680,000.00
Miles Excavating	\$4,689,893.01
J.M. Fahey Construction	\$4,832,373.30
O'Donnell & Sons Construction	\$5,037,831.85
Engineer's Estimate	\$5,495,409.00

The Engineer has reviewed all bids and has recommended award of the low bid.

There is \$5,100,000 budgeted for this project and the contract will be awarded for \$5,100,000.00. Due to the fact that the bids came in better than expected we should be able to construct more streets than listed above. The scope of work could change on an individual street such as a complete reconstruction versus a mill and overlay causing less funds to be available for additional streets.

FUNDING SOURCES

Funding is available under the 2011 BOND Project (BOND0002), the 2012 Paving Program (PAVP2012), and the 2012 CARS Project (SODR0002), 2009 BOND Project (190890), and the Tomahawk Trail Project (190662).

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Construction Agreement with McAnany Construction.

PREPARED BY

Keith Bredehoeft, Project Manager

June 5, 2012

CONSTRUCTION AGREEMENT

For

PROJECT: 2011 BOND, 2012 PAVING & CARS

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

McANANY CONSTRUCTION, INC.

**CONSTRUCTION CONTRACT
FOR
PROJECT: 2011 BOND, 2012 PAVING & CARS
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
MCANANY CONSTRUCTION, INC.**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2012, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and McAnany Construction, Inc. , hereinafter termed in this agreement, "Contractor", for the construction and completion of Project , designated, described and required by the Project Manual and Bid proposal, to wit:

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

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

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

Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion when required under the Contract is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the required date for Total Completion for the Total Project or Project Segments attributable solely or concurrently to (i) an act or omission of

Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Total Completion date. Such amount shall be deducted from any amounts due Contractor under this agreement.

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

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

1. DEFINITIONS:

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

CONTRACT PRICE shall be the amount identified in the Construction Agreement between

the City and the Contractor as the total amount due the Contractor for total completion of the Work as per the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

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

- have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.
- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain

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

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

4. WORK SUPERINTENDENT

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

5. PROJECT MANAGER

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

site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

consistent with the intent of this Contract.

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

6. WORK SCHEDULE:

- 6.1 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence work to be done under this Contract.
- 6.2 The rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract Documents on or before the completion date for the construction period named in the contract agreement, subject to any extension or extensions of such time made as hereinafter provided.
- 6.3 The Contractor shall be required to furnish the Project Manager with a schedule setting forth in detail (in the critical path method) the sequences proposed to be followed, and

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

7. DELAYS AND EXTENSIONS OF TIME

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

proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

8. ADVERSE WEATHER:

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

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

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

- 8.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on their daily construction report, the occurrence of adverse weather and resultant impact to normally scheduled work.

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

9. PAYMENT PROCEDURE:

- 9.1 The Contractor warrants that title to all Work covered by an Application for Payment will

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

- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the work is not progressing according to agreed upon schedule by both parties.

9.9 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

9.10 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

10. COMPLETION AND FINAL PAYMENT

10.1 Work completion shall be defined as all elements of the Work or work segment, being complete including all subsidiary items and "punch-list" items.

10.2 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

10.3 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

- 10.4 The City shall make final payment of all sums due the Contractor within thirty days of the later of the Project Manager's execution of a final Certificate for Payment.
- 10.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

11. CLAIMS BY THE CONTRACTOR

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

- prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract amount based on the proposed quantity and the contract unit price).
- 11.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.
- 11.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 11.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 11.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 11.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 11.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided

herein.

- 11.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

12. CHANGES IN THE WORK

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

changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

- 12.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

13. INSURANCE AND HOLD HARMLESS.

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

- 13.6 The Contractor shall satisfactorily shore, support, and protect all structures and all pipes, sewers, drains, conduits, and other utility facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra compensation because of any postponement, interference, or delay caused by any such structures and facilities being on the line of the Work whether they are shown on the plans or not, specifically including, but not limited to, damages due to delay in utility relocation.
- 13.7 The Contractor shall secure and maintain, throughout the duration of this Contract, insurance from a company authorized to do business in the State of Kansas. Such insurance shall be of such types and in such amounts as may be necessary to protect himself and the interests of the City and agents of the City against all hazards or risks of loss as hereinafter specified including an endorsement covering explosion, collapse, blasting and damage to underground property if applicable as specified in these Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate insurance coverage shall not relieve it of any contractual responsibility or obligation. The insurance shall be provided on an occurrence basis and, not claims made basis.
- 13.8 The City and the Project Manager shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 13.9 The Contractor shall secure and maintain through the duration of this Contract insurance on an occurrence basis of such types and in such amounts as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
- 13.10 Satisfactory certificates of insurance shall be filled with the City prior to the Contractor starting any construction work on this Contract. The Certificates shall state that the thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City, at the City option, may be the basis for the City exercising its right to terminate the Contract.
- 13.11 The liability limits shall be as stated:
- Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

\$300,000 single limit (on contracts less than \$100,000)
\$1,000,000 single limit (on contracts \$100,000 and more)

- Commercial General Liability. This insurance shall be written in comprehensive form including Products, completed operations and Personal and Advertising injury and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under this Contract entitled "Insurance and Hold Harmless." The property damage liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. Unless otherwise specified, Contractor's insurance shall include the following:

\$2,000,000 combined single limit (on contracts in excess of \$100,000)
\$300,000 combined single limit (on contracts in excess of \$10,000 to \$100,000)
\$100,000 combined single limit (on contracts of \$10,000 and less)

- Additional Insurance: Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions.

- 13.12 For parts of this contract that are partially funded by Johnson County's C.A.R.S. Program the following shall apply:

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

14. INDEMNITY

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

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

are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 14.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City and County from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 14.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City and County or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or County's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.
- 14.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City or County for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 14.5 With respect to the City's or County's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.
- 14.6 For parts of this contract that are partially funded by Johnson County's C.A.R.S. Program the following Indemnification Clause shall apply:

The Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or her subcontractors, agents or employees in the performance of this contract.

15. SUCCESSORS AND ASSIGNS

- 15.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 15.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for

services rendered or materials supplied for the performance of the Work called for in this Contract.

- 15.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 15.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 15.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 15.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 15.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 15.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in conformance with the requirements of the Project Manual.

16. NON-DISCRIMINATION LAWS

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

17. RELATIONS WITH OTHER CONTRACTORS:

- 17.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.
- 17.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 17.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

- 17.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 17.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

18. RIGHT OF CITY TO TERMINATE

- 18.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein.
- 18.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization.

19. MISCELLANEOUS:

- 19.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of

good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

- 19.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 19.3 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 19.4 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 19.5 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 19.6 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 19.7 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

- 19.8 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 19.9 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 19.10 The Contractor shall keep fully informed of all existing and current regulations of the City, and County, State, and National Laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 19.11 Nothing contained in these Project Manual shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 19.12 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 19.13 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 19.14 Contractor specifically acknowledges and confirms that: 1.) he/she has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he/she has furnished copies of all Contract Documents to his/her insurance carrier(s) and his/her surety(ies); and 3.) his/her insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 19.15 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 19.16 This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

WITNESSETH:

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

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

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

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

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

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

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

By _____
(signed)

Ronald L. Shaffer _____

(typed name)

Mayor _____

(typed title)

City of Prairie Village _____

(typed company name)

7700 Mission Road _____

(typed address)

Prairie Village, Kansas, 66208 _____

(typed city, state, zip)

(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

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



POLICE DEPARTMENT

Council Meeting Date: June 18, 2012

COU 2012-08

REPLACE EXISTING ANALOG CAMERAS WITH DIGITAL, IP-BASED SECURITY CAMERAS

RECOMMENDATION

Staff recommends the City Council approve funding to complete the purchase and installation of digital, IP-based security cameras to replace existing analog cameras in the Police Department. This project also covers the purchase and installation of additional cameras in the City Hall facility, as well as on the Public Works grounds. Ultimately, all cameras will be tied together under one system. This purchase was previously approved in concept by the City Council as a planned purchase through the Equipment Reserve Fund.

COUNCIL ACTION REQUESTED ON: June 18, 2012

SUGGESTED MOTION

I move that \$50,000.00 be allocated from the Equipment Reserve Fund to finance the purchase of the camera equipment, and to cover related installation services.

BACKGROUND

In 2011, the Police Department undertook Phase One of a camera upgrade project. The existing analog cameras in the Intake/Booking Facility were replaced with digital, server-based cameras. This enabled more data storage, easier file transfers, and better overall recording quality. The new cameras are also color-based, adding to the picture and recording quality. The next phase of this project is multi-faceted and calls for:

- Replacement of remaining analog cameras on the exterior of the Police Department;
- Addition of new cameras in front of the Police Department and inside City Hall;
- Addition of new cameras at the Public Works campus as well as wireless connectivity between Public Works and the Police Department/City Hall campus;
- Installation of equipment to tie together existing cameras (in City Hall) with the new system to avoid having to replace the cameras, and
- Installation of an improved camera in the Police Department's interview room for use by officers and detectives during active investigations.

Upon completion, all the cameras will be on one system, versus different systems as is currently the case. The one system will allow for easier monitoring and recording, as it is an Internet and server-based system. It will also allow for easy addition of new cameras in the future, should the need arise. It should be noted that additional bids were not obtained past Phase 1 due to the desire to stay with the same vendor for compatibility and connectivity.

ITEM	COST
Camera equipment and install for Police Department & City Hall	\$22,390.47
Camera equipment and install for Public Works	\$16,487.67
Camera equipment and install for Police Department Interview Room	\$2,509.43
New large screen monitor for Police Department Dispatch	\$2,500.00
Contingency	\$6,112.43
TOTAL	\$50,000.00

FUNDING SOURCE: Equipment Reserve Fund

ATTACHMENTS

Quotes from Kenton Brothers for equipment and installation.

PREPARED BY

Kyle Shipps
Technical Operations Officer



**KENTON BROTHERS INC.
SYSTEMS FOR SECURITY**

1718 Baltimore Ave.
Kansas City, Missouri 64108 USA
Phone: 816-842-3700 Fax: 816-471-1897
www.kentonbrothers.com

QUOTATION

QUOTE DT	QUOTE#	PG
07/31/11	00100026234	1

CUST PH#: 913-385-4622
CALLED IN BY: Kyle Shipp
CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906 City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208	Service Address: City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208
--	---

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	4	EA	Comments: SONY PUBLIC WORKS CAMERA QUOTE with Wireless connections SON9113 SONSNCCCH180 NETWORK 720p HD BULLET CAMERA IR ILLUMINATOR PoE JPEG,MPEG-4,H.264 IP66RATE	1,748.00	6,992.00
20	1	EA	CUS7064 CUSM2000241U U/UTP MODULAR PANEL 1U 24 PORT BLACK RACK TYPE EIA 19" RACK UNITS = 1	78.33	78.33
30	8	EA	CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	65.84
60	4	EA	ANI8599 PATCH CABLE CAT6 7' YELLOW	9.00	36.00
70	6	EA	ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	57.00
100	1	EA	277 MISC MATERIALS	300.00	300.00
110	4	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	995.00
130	1	Hrs	295 LABOR PER BID - ELECTRONIC	2,772.00	2,772.00
140	250		*CAT6 PLENUM CAT 6 PLENUM RATED	.45	112.50
160	1	EA	SNI8414 SNISMCGS8P-SMART PoE SWITCH 8 PORTS ETHERNET, FAST ETHERNET, GIGABIT ETHERNET	350.00	350.00

(Continued on Next Page)



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QUOTATION

QUOTE DT	QUOTE#	PG
07/31/11	00100026234	2

CUST PH#: 913-385-4622
CALLED IN BY: Kyle Shipps
CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

Service Address:
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
170	1	EA	277 Video Server - i5 2300 - 2U 2TB Video Storage Raid 1 4GB RRAM Win 7 Pro 64 bit	3,910.00	3,910.00
190	2	EA	VER8100 VERVXPI1000GB GIABIT POWER OVER ETHERNET POE ADAPTER IEEE 802.3af POE INJECTOR	64.50	129.00
200	2		*88 Wireless Radio Ubiquiti NS5M	142.00	284.00
210	1		*88 Wireless Backhaul Ubiquiti RocketM5	166.00	166.00
220	1		*88 Wireless Radio Antenna Ubiquiti 5Ghz 120 Sector AM-5G19-120	240.00	240.00
Thank you for the opportunity to quote.					

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.

Quotation is valid for 60 days.

Prepared by Kenton Brothers Service Rep: Penny Jackson

pennyj@kentonbrothers.com

816-842-5959,

Approved by Signature: _____

Print Name: _____ Date: _____

	LABOR	2,772.00
	PARTS	13,715.67
	OTHER	.00
	MISCELLANEOUS	.00
KS3G	SALES TAX 0.000%	.00
	TOTAL	16,487.67



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QUOTATION

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07/31/11	00100026237	1

CUST PH#: 913-385-4622

CONTACT: Kyle Shipps

Bill To: Cust# 4906
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

Service Address:
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1	EA	Comments: SONY POLICE DEPARTMENT 7 CAMERA ADD ON QUOTE SON9113 SONSNCCH180 NETWORK 720p HD BULLET CAMERA IR ILLUMINATOR PoE JPEG,MPEG-4,H.264 IP66RATE	1,748.00	1,748.00
30	14	EA	CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	115.22
50	4	EA	DIT8828 DITDTKMRJPOE POWER OVER ETHERNET POWER/VIDEO/DATA SURGE PROTECTION RJ45 IN/OUT	95.00	380.00
60	4	EA	ANI8599 PATCH CABLE CAT6 7' YELLOW	9.00	36.00
70	10	EA	ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	95.00
100	1	EA	277 MISC MATERIALS	500.00	500.00
110	7	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	1,741.25
120	3	EA	277 HOT SWAP DRIVE BAYS TO INCREASE STORAGE ON VIDEO SERVER	475.00	1,425.00
130	1	Hrs	295 LABOR PER BID - ELECTRONIC	5,346.00	5,346.00
140	2000		*CAT6 PLENUM CAT 6 PLENUM RATED	.45	900.00

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07/31/11	00100026237	2

CUST PH#: 913-385-4622

CONTACT: Kyle Shipps

Bill To: Cust# 4906
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

Service Address:
City of Prairie Village
Police
7700 Mission Rd
Prairie Village KS 66208

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
200	3		*88 SONY SNCCH280 3MP IP CAMERA	2,148.00	6,444.00
210	1	EA	SON8679 SONSNCDH120 NETWORK CAMERA MINI DOME 720p HD PoE CAPABLE MPEG-4, JPEG & H.264 FORMATS	798.00	798.00
220	1	EA	SON8308 SONYTICB45 IN-CEILING MOUNT KIT FOR SNC-DH140,DF50N,SNC- DF80N,DF85N,DM110,DM160,DS10	84.50	84.50
230	1	EA	DEL10140 DEL2235534 POWER CONNECT 3524P 24 PORTS MANAGED SWITCH STACKING CAPABLE PoE	899.00	899.00
240	1	EA	DEL9792 DEL3202879 SMALL FORM FACTOR PLUGGABLE TRANSCEIVER WITH DUPLEX LC CONNECTOR1.25 Gbps	325.00	325.00
250	1	EA	CLK8791 CLK246817 JUMPER LC TO SC CERAMIC TIP 6.6"	57.50	57.50
260	2	EA	SON9118 SONSNCDH210T/W NETWORK HD 1080p MINIDOME CAMERA VANDAL RESISTANT H.264,MPEG4,JPEG	748.00	1,496.00
Thank you for the opportunity to quote.					

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.

Quotation is valid for 60 days.

Prepared by Kenton Brothers Service Rep BILL HARRIS

Bill@kentonbrothers.com

816-842-5959, 226

Approved by Signature: _____

Print Name: _____ Date: _____

	LABOR	5,346.00
	PARTS	17,044.47
	OTHER	.00
	MISCELLANEOUS	.00
KS3G	SALES TAX 0.000%	.00
	TOTAL	22,390.47



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www.kentonbrothers.com

QUOTATION

QUOTE DT	QUOTE#	PG
04/24/12	00100030078	1

CUST PH#: 913-385-4622

CONTACT: Sgt. Curt Winn

Bill To: Cust# 4906 City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208	Service Address: City of Prairie Village Police 7700 Mission Rd Prairie Village KS 66208
--	---

LN #	QTY ORD	UNT MES	PART NO. ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	1	EA	Comments: INTERVIEW ROOM CAMERA AND MICROPHONE SON8059	1,298.00	1,298.00
20	1		SONSNCCH140 NETWORK 720p HD FIXED CAMERA 3/8MM 12/24/POE H.264, MPEG-4, JPEG FORMATS		
30	1		*88 OMNI MICROPHONE HI/LO/GAIN/VOLUME CONTROLS SM1-P	82.99	82.99
40	1	EA	*88 MICROPHONE POWER AND IP CAMERA INTERACE USES POE FROM CAMERA	68.23	68.23
50	2	EA	ONS9168 OCULARIS IS CAMERA LICENSE 1 LICENSE PER CAMERA	248.75	248.75
70	20		CUS7060 CUSUNJ500YL CAT5E MOD JACK 1-PORT, UTP YELLOW	8.23	16.46
80	3	EA	*22/4 STR 22 AWG 4 COND STRANDED	.20	4.00
90	150		ANI8598 PATCH CABLE CAT6 3' YELLOW	9.50	28.50
100	1		*CAT6 PLENUM CAT 6 PLENUM RATED 295 LABOR PER BID - ELECTRONIC	.45	67.50
				695.00	695.00

Thank you for the opportunity to quote.

Terms: 50% down on all orders and balance due upon completion or Net 30 on balance with approved credit.

Quotation is valid for 60 days.

Prepared by Kenton Brothers Service Rep: Penny Jackson

pennyj@kentonbrothers.com

816-842-5959,

Approved by Signature: _____

Print Name: _____ Date: _____

LABOR	695.00
PARTS	1,814.43
OTHER	.00
MISCELLANEOUS	.00
KS3G SALES TAX 0.000%	.00
TOTAL	2,509.43



PLANNING COMMISSION

Council Meeting Date: June 18, 2012

PC2012-06 Consider Request for a Special Use Permit for the operation of a Day Care Program at 7501 Belinder Avenue

PC RECOMMENDATION

City Council approve a Special Use Permit for the operation of a daycare program at 7501 Belinder Avenue, Prairie Village, Kansas subject to the six conditions stipulated by the Planning Commission..

SUGGESTED MOTION

City Council adopt Ordinance 2259 approving a Special Use Permit for the operation of a daycare program at 7501 Belinder Avenue, Prairie Village, Kansas subject to the six conditions recommended by the Planning Commission..

BACKGROUND

On June 5, 2012, the Planning Commission heard an application for a Special Use Permit for a child care center at 7501 Belinder Avenue that will allow for a maximum of 45 students that will range in age from infancy to age 5. The hours of operation will be 7:30 a.m. to 5:30 p.m., Monday through Friday, year round. The facility will employ up to 9 people who will park in the east lot during the day. The parents will park in the east lot and walk to the door to drop off and pick up their children.

No one from the public was present to address the Commission on this application. The operation will be contained within the existing structure and no changes will occur to the exterior of the building. In 2005, the property was approved for a child care center for the Kansas City Autism Training Center (KCATC) for a maximum of 10 children and the SUP was renewed in 2008. KCATC has recently moved to a new location. The applicant will use the same facilities that were approved for KCATC.

In 2009, a Special Use Permit was approved for Monarch Montessori School. It is in a different part of the building and is accessed from the south side with parking in the west lot.

The applicant held a neighborhood meeting on May 23, 2012 in accordance with the Planning Commission Citizen Participation Policy and two residents attended the meeting. They were concerned about additional on-street parking on 75th Terrace. It was explained that the entrance to the day care center will be on the north side and parking will be in the east lot. There may be some addition traffic on 75th Terrace entering and leaving the east parking lot.

The only issue from staff is the condition of the pavement in the east parking lot is poor. It is crumbling and breaking up and needs to be repaired. There are also potholes in the driveway on the south side that provides access to 75th Terrace. These are not the

responsibility of the applicant, but need to be addressed by the property owner. A similar situation was present with the application by the Montessori School and the property owner did make some improvements at that time. This is a code violation and will be processed as such.

The Planning Commission found the findings of fact to be favorable for the reasons set forth in the minutes of their June 5, 2012 meeting (attached) and recommends the Governing Body approve a Special Use Permit for a child care program at 7501 Belinder Avenue subject to the following conditions:

1. That the child care center be approved for a maximum of 45 children
2. That the child care center be permitted to operate year round from 7:30 a.m. to 5:30 p.m. subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the special use permit be issued for the child care center for a period of five years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
4. That the property owner shall submit a plan to the Planning Commission setting out a schedule for repairing and maintaining the east parking lot and the driveway to 75th Terrace within 90 days.
5. That the property owner shall meet with the City Staff to resolve the signing issues.
6. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

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.
- 4) Table the application, which requires a simple majority vote.

ATTACHMENTS

Staff Report on PC2012-06 & Application
Planning Commission Minutes - June 5, 2012
Proposed Ordinance

PREPARED BY
Joyce Hagen Mundy, City Clerk

DATE:
June 12, 2012

LOCHNER

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Ron Williamson, Lochner, Planning Consultant
DATE: June 5, 2012 Planning Commission Meeting

Project # 000005977

Application: PC 2012-06

Request: Special Use Permit for Operation of a Day Care Program

Property Address: 7501 Belinder Avenue

Applicant: Little Owl's Nest for Knowledge, Inc.

Current Zoning and Land Use: R-1B Single-Family Dwelling District - Church

Surrounding Zoning and Land Use: **North:** R-1B Single-Family Dwelling District –Single-Family Dwellings
East: R-1A Single-Family Dwelling District -Single-Family Dwellings
South: R-1B Single-Family Dwelling District –Single-Family Dwellings
West: R-1B Single-Family Dwelling District –Single-Family Dwellings

Legal Description: Meadowlake Block 22

Property Area: 3.49 Acres

Related Case Files: PC 2009-19: SUP Monarch Montessori School
PC 2008-11: Renewal of SUP for KCATC Childcare
PC 2008-04: SUP for KCATC Childcare

Attachments: Application, Site Plan and Photos

LOCHNER

903 East 104th Street | Suite 800 | Kansas City, Missouri 64131-3451 | P 816.363.2696 | F 816.363.0027
engineering | planning | architecture

General Location Map



Aerial Map



COMMENTS:

The applicant is requesting approval of a special use permit for a child care center that will allow for a maximum of 45 students that will range in age from infancy to age 5. The hours of operation will be 7:30 a.m. to 5:30 p.m., Monday through Friday, year round. The facility will employ up to 9 people who will park in the east lot during the day. The applicant proposed that the children will be dropped off and picked up by parents from the north entrance of the building adjacent to 75th Street. This driveway is approximately 180 feet in length and could accommodate approximately nine vehicles which may not be adequate to handle all the vehicles at peak times. Vehicle stacking cannot be allowed to back up on 75th Street. Dropping off time tends to be less congested than pick-up time. The applicant has agreed to have parents park in the east lot and walk to the door to drop off and pick up their children.

The operation will be contained within the existing structure and no changes will occur to the exterior of the building. The condition of the pavement in the east parking lot is poor. It is crumbling and breaking up and needs to be repaired. There are also potholes in the driveway on the south side that provides access to 75th Terrace.

In 2005, the property was approved for a child care center for the Kansas City Autism Training Center (KATC) for a maximum of 10 children and the SUP was renewed in 2008. KATC has recently moved to a new location.

In 2009 a Special Use Permit was approved for Monarch Montessori School. It is in a different part of the building and is accessed from the south side with parking in the west lot.

The applicant will use the same facilities that were approved for KATC. Therefore, a site plan review and approval was not required.

The applicant held a neighborhood meeting on May 23, 2012 in accordance with the Planning Commission Citizen Participation Policy and two residents attended the meeting. They were concerned about additional on-street parking on 75th Terrace. It was explained that the entrance to the day care center will be on the north side and parking will be in the east lot. There may be some addition traffic on 75th Terrace entering and leaving the east parking lot.

FACTORS FOR CONSIDERATION:

The Planning Commission shall make findings of fact to support its recommendation to approve, conditionally approve, or disapprove this Special Use Permit. In making its decision, consideration should be given to any of the following factors that are relevant to the request:

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

The child care program will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.

2. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children within the local area. It will be located within an existing building and will not adversely affect the welfare or convenience of the public.

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

The child care center will be located within an existing structure and use an existing parking lot therefore it should not create any problems for the adjacent property in the neighborhood. The request should be approved for a five year period so it can be reevaluated at that time.

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

The child care center will accommodate a group of up to 45 children, and will use the synagogue facility during normal working hours. This use will not have a dominating effect in the neighborhood because it is for a small number of children and it will be located within an existing building. No expansion of the building is proposed.

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

Access to the child care center will be from the existing north driveway and east parking lot. The operation will occur during normal business hours and not during the hours where other major events will occur at the synagogue. The east parking lot is in poor condition and needs to be repaired. This was discussed at length in 2008 when the KCATC application was renewed. Some of the lot was repaired but some of it has deteriorated further.

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

Since this use will be occupying an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place. The access drive to 75th Terrace, however, has potholes and needs to be repaired.

8. **Adjoining properties will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

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

The special use has not required any changes in the exterior architecture or style of the existing building. It should be pointed out that there are numerous signs on this property that need to be in conformance with the sign codes. There are three signs on 75th Street and one sign on Booth and 75th Terrace.

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission find favorably on the factors and recommend approval of the child care program to the City Council subject to the following conditions:

1. That the child care center be approved for a maximum of 45 children
 2. That the child care center be permitted to operate year round from 7:30 a.m. to 5:30 p.m. subject to the licensing requirements by the Kansas Department of Health and Environment.
 3. That the special use permit be issued for the child care center for a period of five years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
 4. That the property owner shall submit a plan to the Planning Commission setting out a schedule for repairing and maintaining the east parking lot and the driveway to 75th Terrace.
 5. That the property owner shall meet with the City Staff to resolve the signing issues.
 6. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
-



SPECIAL USE PERMIT APPLICATION

CITY OF PRAIRIE VILLAGE, KANSAS

For Office Use Only

Case No.: PC2012-06

Filing Fees: \$100

Deposit: \$500



Date Advertised: _____

Date Notices Sent: _____

Public Hearing Date: _____

APPLICANT: Little Owl's Nest for Knowledge PHONE: 913 956 9844
ADDRESS: 7706 Aberdeen Prairie Village E-MAIL: alison.Emzen@ gmail.com
mailing of Applicant KS 66208
OWNER: Congregation Kol Ami PHONE: 913 642 9000
of Property
ADDRESS: 7501 Belinder Ave. Prairie Village ZIP: 66208
LOCATION OF PROPERTY: 7501 Belinder Ave., Prairie Village, KS 66208
LEGAL DESCRIPTION: Meadow Lake Block 22

ADJACENT LAND USE AND ZONING:

	Land Use	Zoning
North	<u>Residential</u>	<u>R-1b</u>
South	<u>Residential</u>	<u>R-1b & R-1a</u>
East	<u>Residential</u>	<u>R-1b</u>
West	<u>Residential</u>	<u>R-1b</u>

Present Use of Property: _____

Please complete both pages of the form and return to:

Planning Commission Secretary
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Does the proposed special use meet the following standards? If yes, attach a separate Sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is so designed, located and proposed to be operated that the public health, safety, and welfare will be protected.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Is found to be generally compatible with the neighborhood in which it is proposed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will comply with the height and area regulations of the district in which it is proposed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Should this special use be valid only for a specific time period? Yes No

If Yes, what length of time? 10 years

SIGNATURE: Alison ~~Kistner~~ Emzen DATE: 5/16/12

BY: Alison ~~Kistner~~ Emzen

TITLE: Director/owner - Little Owl's Nest for Knowledge

Attachments Required:

- Site plan showing existing and proposed structures on the property in questions, and adjacent property, off-street parking, driveways, and other information.
- Certified list of property owners

Application No. _____

Little Owl's Nest for Kids

being duly sworn upon his oath, deposes and states:

1. I am the (~~owner of~~) (~~attorney for~~) (agent of) the property described in the attached notice upon which an application has been filed before the Planning Commission of the City of Prairie Village, Kansas.
2. On the 5 day of June, 2012 a public information meeting was held pursuant to the Citizen Participation Policy adopted on June 6, 2000, by the Planning Commission
3. On the 9 day of May, 2012 I did comply with notification requirements to landowners as stated Section 19.28.020, of the Prairie Village Zoning Regulations and notified in letter by certified mail all owners of land located within 200 feet of the described real property. Notice was mailed to the following:

Name

Address

see attached

I certify that the foregoing is true and correct.

Alvin Engen
Name

7706 Aberdeen
Address

*Prairie Village, KS
66208*

Application No. _____

AFFIDAVIT

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

Little Owl's Nest for Knowledge

being duly sworn upon his oath, disposes and states:

That he is the (owner) (attorney for) (agent of) the tract of land for which the application was filed. That in accordance with Section 19.28.025 of the Prairie Village Zoning Regulations, the applicant placed and maintained a sign, furnished by the City, on that tract of land. Said sign was a minimum of two feet above the ground line and within five feet of the street right-of-way line in a central position of the tract of land and had no visual obstruction thereto.

Alvin Engen
(Owner/Attorney for/Agent of)

Subscribed and sworn to before me this 7 day of May, 2012

[Signature]
Notary Public or Planning Commission Secretary

Little Owly's Nest for Knowledge

Joyce Hagen Mundy
City Clerk
7700 Mission Road
Prairie Village, KS 66208

May 7, 2012

Dear Ms. Joyce Hagen Mundy,

Little Owly's Nest for Knowledge would like the city's zoning approval to operate a child care center at Congregation Kol Ami, 7501 Belinder Avenue. Little Owly's will provide 43 children between infancy and age 5 with part and full time care. Our hours of operation will be from 7:30 a.m. to 5:30 p.m., year round, with time off for holidays. Our mission at Little Owly's is to educate and provide care to children. In addition, we hope to provide a safe, happy, and healthy environment where children can learn, explore, and feel loved. If you have any questions, please do not hesitate to call me at (913) 956-9844.

Sincerely,



Alison Ernzen
Program Owner/Director
Little Owly's Nest for Knowledge
7706 Aberdeen Road
Prairie Village, KS 66208



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Congregation Kol Ami
7501 Belinder Avenue
Prairie Village, KS 66208
(913) 642-9000
office@kolamikc.com
www.kolamikc.com

May 7, 2012

To Whom It May Concern:

Congregation Kol Ami of Prairie Village, Johnson County, Kansas has agreed to lease space to Little Owl's Nest For Knowledge, a Kansas Corporation, for the purpose of educating and caring for children.

By: Nadine C. Gordon *President*
Nadine Gordon, President

Special Use Permit Application Attachment

Little Owly's Nest for Knowledge

1. Little Owly's Nest for Knowledge Inc. feels that the intersection of 75th and Belinder is an excellent location for a community preschool and child care facility. It is located in an area surrounded by families and young children. It would be conveniently located on a major through-street with easy access for parents and minimal if any effect on neighborhood traffic. We intend to offer families in our community an additional option for child care and education in and around Prairie Village.
2. The facilities at Congregation Kol Ami are well designed in that ample parking is provided, the classroom space is large and inviting, the playground facility is safe and well maintained. All of these elements contribute to a safe, healthy environment in which children can learn and grow. Little Owly's Nest for Knowledge's primary objective is to offer families a place where children feel nurtured, safe, and comfortable while cared for and educated by skilled and trained professionals. This location and its facilities meet that objective.
3. Little Owly's Nest for Knowledge would be generally compatible with the neighborhood because it would be located within the already existing structure of the Congregation Kol Ami facility. It would utilize the existing playground and parking lot. It would provide families with another child care option close to home.
4. Little Owly's Nest for Knowledge will make no changes to the exterior structure of the Kol Ami building and thus will comply with all the height and area regulations already in place.
5. All parking will be off-street and will take place in the many spots available in the Congregation Kol Ami parking lot. Little Owly's Nest for Knowledge will employ up to 9 people so there will be a total of 9 vehicles that will occupy the parking lot during the day. The school will have a maximum of 45 students. Children will be dropped off and picked up by parents from the North entrance of the building which faces 75th street. Parents will be able to park in the parking lot located to the east of the building. Afternoon traffic is not an issue as children will be attending the school full days.
6. Adequate utility, drainage, and facilities are currently in place within the Congregation Kol Ami facilities. No additional utilities, drainage functions or facilities will be necessary for the proper operation of Little Owly's Nest for Knowledge.

Little Owly's Nest for Knowledge

May 7, 2012

To Whom It May Concern:

Little Owly's Nest for Knowledge will be holding a preliminary meeting on May 23rd, 6:30 p.m. at 7501 Belinder Avenue. This meeting will be held to discuss any questions or concerns that property owners within 200 feet may have prior to the public hearing meeting on June 5th.

Our mission at Little Owly's Nest for Knowledge is to care for and educate children. Little Owly's will provide 43 children between infancy and age 5 with part time and full time services. Our hours of operation will be from 7:30 a.m. to 5:30 p.m., year round, with time off for holidays. If you have any questions or concerns please do not hesitate to call. You may reach me at (913) 956-9844.

Sincerely,



Alison Ernzen, M.A.
Program Owner / Director
Little Owly's Nest for Knowledge

Special Use Permit Preliminary Meeting Minutes

Date: 5-23-12
Time: 6:30 p.m.

Special Use Permit Preliminary Meeting held at Congregation Kol Ami, 7501 Belinder Avenue, Prairie Village, Kansas.

Area home owners by the names of Deborah and Richard Powell attended the meeting. They live at 2607 West 75th Terrace and their main concern was related to street parking and traffic due to the Montessori School currently in operation at the Congregation Kol Ami building. They notified me that parents tend to park in front of their driveway when dropping off children and were curious about the parking situation for Little Owl's Nest for Knowledge. I, Alison Ernzen, reassured them that the parking for Little Owl's will take place in the large parking lot located on the East side of the building and will not occupy the 75th Terrace other than to leave or enter the parking lot.

Sincerely,

Alison Ernzen, M.A.Ed.
Program Owner/Director

PLANNING COMMISSION MINUTES
June 5, 2012

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, June 5, 2012, in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:20 p.m. with the following members present: Randy Kronblad, Dirk Schafer, Gregory Wolf, Nancy Wallerstein, Bob Lindeblad 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; Ted Odell, Council Liaison; Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Randy Kronblad noted on page 7 the third line from the bottom the word "taken" should be "take". Randy Kronblad moved for the approval of the minutes of May 1, 2012, with the corrected noted. The motion was seconded by Gregory Wolf and passed by a vote of 6 to 0 with Bob Lindeblad abstaining.

PUBLIC HEARINGS

**PC2012-06 Request for Special Use Permit for Daycare Program
at 7501 Belinder Avenue**

Chairman Ken Vaughn reviewed the procedures to be followed for the public hearing and confirmed the publication of notice of hearing and mailing of notices to the surrounding property owners.

Alison Erzen, 7706 Aberdeen, stated she is seeking approval of a special use permit for a child care center that will allow for a maximum of 45 students that will range in age from infancy to age 5. The hours of operation will be 7:30 a.m. to 5:30 p.m., Monday through Friday, year round. The facility will employ up to 9 people who will park in the east lot during the day. The parents will park in the east lot and walk to the door to drop off and pick up their children.

Ken Vaughn confirmed that applicant has received and reviewed the staff comments.

There was no one present to address the Commission on this application. Chairman Ken Vaughn closed the public hearing at 7:25.

Ron Williamson noted the operation will be contained within the existing structure and no changes will occur to the exterior of the building. In 2005, the property was approved

for a child care center for the Kansas City Autism Training Center (KCATC) for a maximum of 10 children and the SUP was renewed in 2008. KCATC has recently moved to a new location. The applicant will use the same facilities that were approved for KCATC. Therefore, a site plan review and approval was not required.

In 2009 a Special Use Permit was approved for Monarch Montessori School. It is in a different part of the building and is accessed from the south side with parking in the west lot.

The applicant held a neighborhood meeting on May 23, 2012 in accordance with the Planning Commission Citizen Participation Policy and two residents attended the meeting. They were concerned about additional on-street parking on 75th Terrace. It was explained that the entrance to the day care center will be on the north side and parking will be in the east lot. There may be some addition traffic on 75th Terrace entering and leaving the east parking lot.

Mr. Williamson noted the only issue from staff is the condition of the pavement in the east parking lot is poor. It is crumbling and breaking up and needs to be repaired. There are also potholes in the driveway on the south side that provides access to 75th Terrace. These are not the responsibility of the applicant, but need to be addressed by the property owner.

Dennis Enslinger noted a similar situation was present with the application by the Montessori School and the property owner did make some improvements at that time. This is a code violation and will be processed as such.

Nancy Vennard noted if the property, which is currently for sale, sells does are these violations required to be fixed. Mr. Enslinger noted that actually, the process would need to start over with the new property owner.

Bob Lindeblad stated he sees this as a code violation and does not feel condition #4 should be a requirement of this application. Mr. Enslinger responded this gives the city additional power in gaining compliance from the property owner.

Ken Vaughn stated he does not feel the applicant should be penalized and concerned with the implications of closing the daycare on both Ms Ernzen and the families she is providing with child care.

Dennis Enslinger asked that the condition remain and noted staff would work with the property owner.

Randy Kronblad felt there should be a time requirement for the property owner to submit a plan for addressing the parking lot issues and suggested 90 days for the requirement.

Nancy Wallerstein asked when Ms Ernzen plans to open her day care. Ms Ernzen responded she already has 15 families signed up and others waiting for approval. She would like to open August 1st.

It was noted the property is currently under foreclosure and will be owned by the Bank of Prairie Village.

Nancy Vennard noted that staff is recommending the permit be approved for five years, not ten as requested by the applicant. The applicant understood and was agreeable to five years.

Chairman Ken Vaughn led the Commission in the following review of factors for consideration:

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

The child care program will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.

2. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children within the local area. It will be located within an existing building and will not adversely affect the welfare or convenience of the public.

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

The child care center will be located within an existing structure and use an existing parking lot therefore it should not create any problems for the adjacent property in the neighborhood. The request should be approved for a five year period so it can be reevaluated at that time.

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

The child care center will accommodate a group of up to 45 children, and will use the synagogue facility during normal working hours. This use will not have a dominating effect in the neighborhood because it is for a small number of children and it will be located within an existing building. No expansion of the building is proposed.

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

Access to the child care center will be from the existing north driveway and east parking lot. The operation will occur during normal business hours and not during the hours where other major events will occur at the synagogue. The east parking lot is in poor condition and needs to be repaired. This was discussed at length in 2008 when the KCATC application was renewed. Some of the lot was repaired but some of it has deteriorated further.

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

Since this use will be occupying an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place. The access drive to 75th Terrace, however, has potholes and needs to be repaired.

8. **Adjoining properties will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

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

The special use has not required any changes in the exterior architecture or style of the existing building. It should be pointed out that there are numerous signs on this property that need to be in conformance with the sign codes. There are three signs on 75th Street and one sign on Booth and 75th Terrace.

Dirk Schafer moved the Planning Commission find favorably on the factors for PC2012-06 and recommend the Governing Body approve a Special Use Permit for a child care program at 7501 Belinder Avenue subject to the following conditions:

1. That the child care center be approved for a maximum of 45 children
2. That the child care center be permitted to operate year round from 7:30 a.m. to 5:30 p.m. subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the special use permit be issued for the child care center for a period of five years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.

4. That the property owner shall submit a plan to the Planning Commission setting out a schedule for repairing and maintaining the east parking lot and the driveway to 75th Terrace within 90 days.
5. That the property owner shall meet with the City Staff to resolve the signing issues.
6. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Randy Kronblad and passed unanimously.

ORDINANCE 2259

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF A CHILD CARE PROGRAM AT 7501 BELINDER AVENUE, PRAIRIE VILLAGE, KANSAS

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

Section I. Planning Commission Recommendation. At its regular meeting on June 5, 2012, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve a Special Use Permit for the operation of Child Care Center at 7501 Belinder Avenue subject to the following conditions:

1. That the child care center be approved for a maximum of 45 children
2. That the child care center be permitted to operate year round from 7:30 a.m. to 5:30 p.m. subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the special use permit be issued for the child care center for a period of five years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
4. That the property owner shall submit a plan to the Planning Commission setting out a schedule for repairing and maintaining the east parking lot and the driveway to 75th Terrace within 90 days.
5. That the property owner shall meet with the City Staff to resolve the signing issues.
6. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

Section II. Findings of the Governing Body. At its meeting on June 18, 2012, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of June 5, 2012, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2012-06.

Section III. Granting of the Special Use Permit. Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for the operation of a Child Care Center at 7501 Belinder Avenue, Prairie Village, Kansas subject to the six specific conditions listed above.

Section IV. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 18th DAY OF June, 2012.

CITY OF PRAIRIE VILLAGE, KANSAS

By: /s/ Ronald L. Shaffer
Ronald L. Shaffer, Mayor

ATTEST:

/s/ Joyce Hagen Mundy
Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

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

MAYOR'S ANNOUNCEMENTS

June 18, 2012

Committee meetings scheduled for the next two weeks include:

JazzFest Committee	06/13/2012	7:00 p.m.
Arts Council	06/20/2012	7:00 p.m.
Environmental/Recycle Committee	06/27/2012	7:00 p.m.
VillageFest Committee	06/28/2012	7:00 p.m.
Council Committee of the Whole	07/02/2012	6:00 p.m.
City Council	07/02/2012	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Senior Arts Council in the R. G. Endres Gallery for the month of June.

VillageFest is Wednesday, July 4th!

The City offices will be closed Wednesday, July 4th in observance of the Independence Day Holiday. Deffenbaugh also observes this holiday so pick-up will be delayed.

INFORMATIONAL ITEMS
June 18, 2012

1. Planning Commission Minutes - May 1, 2012
2. Board of Zoning Appeals Minutes - June 5, 2012
3. Sister City Committee Minutes - May 14, 2012
4. Jazz Fest Committee Minutes - May 30, 2012
5. Mark Your Calendars

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
VILLAGE PRESBYTERIAN CHURCH
6641 MISSION ROAD
TUESDAY, MAY 1, 2012
FELLOWSHIP ROOM
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - April 3, 2012
- III. PUBLIC HEARINGS
 - PC2012-05 Consider Amendment to Chapter 8 "Potential Redevelopment of the Comprehensive Plan, Village Vision, to include the former Mission Valley Middle School site
Applicant: City of Prairie Village
- IV. NON-PUBLIC HEARINGS
 - PC2012-105 Site Plan Approval for fence
8526 Fontana
Zoning: R-1a
Applicant: David Byars
 - PC2011-116 Sign Approval - Monument Sign
83rd & Mission Road
Zoning: C-2
Applicant: CSN Retail Partners
- V. OTHER BUSINESS
- VI. ADJOURNMENT

Plans available at City Hall if applicable

If you cannot be present, comments can be made by e-mail to

Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

PLANNING COMMISSION MINUTES MAY 1, 2012

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 1, 2012, in the fellowship room at The Village Presbyterian Church, 6641 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Dirk Schafer, Gregory Wolf, 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 and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Nancy Vennard moved for the approval of the minutes of April 3, 2012, as presented. The motion was seconded by Randy Kronblad and passed by a vote of 5 to 0 with Greg Wolf abstaining.

Chairman Ken Vaughn welcomed new Planning Commission member Greg Wolf.

PUBLIC HEARINGS

PC2012-05 Consider Amendment to Chapter 8 "Potential Redevelopment of the Comprehensive Plan, Village Vision, to include the former Mission Valley Middle School site.

Ron Williamson stated that on February 6, 2011, the City Council voted not to move forward with a proposed Comprehensive Plan Amendment for 84th and Mission Road and directed staff to prepare a Comprehensive Plan Amendment addressing only the Mission Valley Middle School site based on the uses allowed in the R-1a District in which it is currently zoned. Tonight's action is only the consideration of an amendment to the City's Comprehensive Plan - it is not a zoning action.

Staff prepared the amendment following the same format used in the existing Comprehensive Plan addressing the Somerset Elementary School site. On March 6th, the Planning Commission reviewed the draft amendment and suggested changes prior to the authorization of the Public Hearing.

Staff also met with representatives of the neighborhood on April 16th to obtain their input. Their requested changes were reviewed by Mr. Williamson and are reflected in bold print in the staff report that follows. Mr. Williamson noted that none of the proposed changes significantly change the intent of the proposed Comprehensive Plan.

D. Mission Valley Middle School

The 18.43 acres of the former Mission Valley Middle School site is located on the west side of Mission Road south of 83rd Street. There are single-family dwellings to the south, southwest and east and multiple-family dwellings to the northwest and north. The site is also in close proximity to the Corinth Shopping Center. Access is currently off Mission Road and the site is zoned R-1A Single-Family Residential District. Shawnee Mission School District closed the school at the end of the school year in 2011 and sold it to a private developer in the fall of 2011. When Village Vision was prepared in 2006, it was not anticipated that this facility would be closed.

The following outlines the critical issues related to the sites potential for redevelopment and offers some recommendations for future redevelopment.

Issues

- 1. The school site functions as an integral part of the neighborhood.** The school site is an integral part of the neighborhood and provides an opportunity for active recreation. Use as a recreational area was limited by school usage but there was still a significant amount of time that the outdoor area was available to the general public. Schools frequently give a neighborhood identity and contribute to the social fabric of the area. Since this was a middle school, the geographic influence of the location was significant. Any reuse of the site should maintain the status as a center of the neighborhood.
- 2. Existing Structures.** The building was recently updated and expanded so it has been significantly modified from its original construction in 1958. The building is in good physical condition and could easily accommodate a use such as a private school or an educational wing for a church. There is also the possibility that it could be converted to a residential use.
- 3. Single-Family Residences to the South, Southwest and East.** There are high value residences abutting the south and southwest boundary of the site. The existing school building is located in the north half of the site and the athletic fields abut the south and southwest property line. There also are high to mid value *residences dwellings* on the east side of Mission Road across from the school site. Any redevelopment of the site needs to address how it will *be compatible with or relate to residences* ~~relate to the variety of adjacent residential development types~~ adjacent to the site.
- 4. Multi-Family Residences to the North and Northwest.** There are four multi-family residential developments to the north and northeast of the former school site. One of these sites is a condo structure with individual ownership of the units; the others represent traditional rental property units. These sites have the following density levels:

3917 W 84th - 52 units on 3.81 acres - 13.6 du/acre
8361 Somerset Dr. - 41 units on 1.70 acres - 24.1 du/ac
8401 Somerset Dr. - 31 units on 1.29 acres - 24 du/ac
8449-51 Somerset Dr. - 2 units on .54 acres - 3.7 du/ac

These multi-family residential units represent both high and low value residences abutting the north and northwest. Any redevelopment of the site needs to address how it will relate to the variety adjacent residential type developments adjacent to the site.

5. **Drainage and Flood Plain.** There is an open drainage ditch along the north property line that flows from west to east and is part of Dykes Branch. The FEMA Flood Insurance Rate Map dated August 3, 2009 designates this area as ZONE X (Future Base Flood). This is defined as “Areas of 1% annual chance of flood based on future conditions hydrology. No base flood elevations determined.” A copy of the Map is attached. While a hydrology study has not been completed, significant issues include upstream flows and several undersized box culverts downstream. *These issues will need to be addressed for any redevelopment or expansion of the existing uses on the site.*
6. **Parking.** There is a large parking lot on the site, however, a use such as a private school or church could require more parking to accommodate the use. Any parking expansion will create more impervious surface and more stormwater runoff which will need to be addressed.
7. **Access.** This is a large site which *is not located at an intersection and* only has *mid-block* access from Mission Road. Mission Road has high traffic in this area because of Corinth Square Center and Corinth Elementary School and therefore the traffic impact and internal site circulation will need to be addressed for any future development.
8. **Public Perception.** The floor area ratio (building area divided by site area) of this site is 0.13 which is very low. The neighbors living in this area have perceived this as an open space site *and do not wish to see the open space significantly reduced. This is privately owned now, however, and that low floor area ratio normally is not financially feasible.* It is likely that the floor area ratio will increase in the future, but it needs to occur in a manner that is compatible with the existing *single-family and multi-family residential* development.
9. **Zoning Regulations limit uses.** The site is currently zoned R-1A Single-Family Dwelling District which limits the type and intensity of uses that can be permitted on the site. The R-1A District primarily allows single-family dwellings, public uses and churches. However, the District also allows conditional and special permits subject to restrictions and conditions. Public hearings are required for conditional use permits and they must be approved by the Planning Commission while special use permits require a public hearing and recommendation of the Planning Commission and are finally approved by the Governing Body. As with the Meadowbrook Country Club property, the site could be redeveloped into a traditional single-family neighborhood ~~with little or no oversight by the City~~ under the current zoning *and subdivision* regulations. Another option available is planned residential districts (RP-1A) which allows residential development to have a different form such as condominiums, patio homes, apartments but the density and other standards are controlled by the district regulations. The creation of a Planned Zoning

District would be specific to this site and would regulate the form of the development. This includes the relationship of the buildings to the street, the type of street improvements, the massing and height of buildings, lot coverage, etc. This process requires a zoning change. There are a variety of uses that can be accommodated in the R-1A District, however, some may require rezoning, conditional use permits or special use permits.

Recommendations

1. Encourage developers to obtain community input.

Residents, the City, and property owner all have a vested interest in the future development of the site. As such, Redevelopment Plans should address the needs of the community as a whole and consider a variety of potential re-uses for the site. Any proposed plans for new uses or the expansion of existing uses-needs the input of the surrounding neighborhood. *Do to the former school's prominent role in the City and surrounding neighborhood, the City and residents expect ample opportunity to provide input into future redevelopment plans for the site.* To address these expectations, developers will need to make significant efforts to solicit community input in redevelopment planning. An assessment of the existing building and site should take place to determine whether or not they can accommodate the proposal. If not, then a new development plan could be considered, which may give more flexibility to incorporating other uses (e.g. residential) on the site. The site may be large enough to allow for compatible senior housing development. A mixed residential use concept on this site could serve to further reinforce and reconnect the neighborhood to public uses. The issues of open space, drainage, access, *traffic* and parking all need to be addressed in detail as a part of any proposed development or expansion of existing uses on this site. The developer needs to conduct an adequate public involvement process to obtain input from the neighborhood.

2. Limit the uses to those allowed in the R-1A Single-Family District.

Uses for this proposed site are restricted to uses that are permitted in the R-1A District which also may include conditional use permits, special use permits and planned residential. The uses generally are residential, including senior housing, and possibly a mixture of housing types. In addition, schools, (private require a special use permit) churches and other public uses are also permitted.

Economic Perspective

Issues: Due to the scarcity of land and the size, location, and configuration of the site, the parcel would be considered highly desirable by the private real estate development community. Civic uses could be considered as a part of that mixed-use *residential* environment. The major issues regarding any future development of this site are the density or intensity of development, access, *traffic*, stormwater management and compatibility with the existing developed neighborhood. Because of the limited type of development that can occur on this site, the City needs to consider very carefully whether to approve any incentives.

Recommendations: As an attractive site for redevelopment, the City should carefully consider re-use of the former Mission Valley Middle School property. Through a joint

effort between the City Council, citizens, property owner, and potential developers, a variety of potential uses for the site should be explored and considered. This is an attractive site for redevelopment, but there is a very significant and updated building on the site that has limited opportunities for repurposing. Designation for the Mission Valley site for a mix of residential uses as described in the Village Vision Strategic Investment Plan could serve to provide tangible examples of how the Plan's implementation will adhere to the community's land use principles. Particular attention should be paid not only to the type of land uses, but also to the ultimate form of the development and its compatibility with low density single-family and high density multi-family use found in the mixture of residential densities in the surrounding neighborhood. The neighborhood is very concerned about the future of this site and will need to have significant input into any future change in use. If any change in use is considered, it is important that the site and the facility be designed compatible with the surrounding neighborhood. To successfully execute a project on this site, it will require creative and unique design talent and buy-in from the neighborhood and the community at large. Density levels, *access*, *traffic* and Storm water runoff are major issues and will need to be addressed as a part of any redevelopment plan.

Ron Williamson noted comments were also received by MVS, LLC, the current owners of the property, after preparation of the staff report and copies have been distributed to the Commission. The letter requests that the Commission limit the uses of this property and that they be considered through a formal redevelopment proposal. They view the Comprehensive Plan as a broad planning tool. Staff felt that this request implies a broader inclusion of land uses than those permitted in R-1a and does not recommend this revision.

Chairman Ken Vaughn 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.

Virginia Cooley, 8436 Somerset, asked whose idea it was to change this site. Dennis Enslinger responded the School District closed the school and sold the property to a private developer. The proposed amendment addresses how the city would like to see the property developed. Mrs. Cooley expressed concern that any change to this site would increase current water runoff problems that exist in the neighborhood. Mr. Williamson responded that if there was an application for development those issues would be addressed at that time by the property owner. Mrs. Cooley asked who was the new property owners and if they were local. Residents in the audience responded to Mrs. Cooley's question.

John Duggan, representing the Mission Valley Neighborhood Association, expressed the association's support of the proposed amendment. They feel it is consistent with the direction given the staff by the Governing Body on February 6, 2012. He agreed with staff's opposition to the broader language proposed by MVS, LLC. and urged the Planning Commission to approve the amendment as presented by staff.

Brian Doerr, 4000 West 86th Street, spoke on behalf of the Mission Valley Neighborhood Association, whose Mission Statement is to “preserve the former Mission Valley Middle School property as R-1 zoning, in support of the proposed amendment as written by staff. The amendment is consistent with the directive given by the City Council on February 6, 2012. Mr. Doerr presented the following reasons the association felt the amendment is appropriate:

- Redevelopment requires sensitivity to the character of existing neighborhoods.
- Village Vision requires the preservation of the identity and character of the City.
- Current open space in the City is woefully inadequate - converting Mission Valley to commercial development will exacerbate this problem.
- Revitalizing existing office/retail is emphasized as more important than creation of new office/retail.
- The effect of commercial development on the Mission Valley site will likely leave existing commercial/retail development blighted.
- Village Vision points out that the redevelopment of Corinth Square is primary. Allowing for more commercial development nearby is counter to this concept.
- Adding additional retail merely moves dollars from one store to another. Mr. Doerr noted the Corinth Square retailers are not in favor of commercial development of this property.

Mr. Doerr highlighted the issues raised by staff in the staff report including compatibility, drainage, traffic and public perception and closed asking the Planning Commission to support to amendment as proposed.

Craig Satterlee, 8600 Mission Road, stated that creation of a Mixed Use District at this location would be inconsistent with the City’s Village Vision and felt the addition of new retail would negatively impact the merchants at Corinth Square as well as negatively impact the value of the surrounding residential properties. Mr. Satterlee urged the Planning Commission not to take business away from Corinth merchants by allowing retail development of this site, but to adopt the proposed amendment as presented.

Mr. Satterlee also read a letter from Steve Carman expressing appreciation for the amount of time the City has devoted to this issue. He feels the recommendation of staff reflects a thoughtful and measured approach that is entirely consistent with Village Vision and provides a broad base of uses for this property.

Whitney Kerr, 4020 West 86th Street, stated as a planning body, planning should not be based on what is most economically feasible for the developer.

Jamie Guild, 3717 West 84th Street, expressed concern for his two young children who would be walking to Corinth Elementary if this site was developed with mixed use bringing even greater traffic to Mission Road. He feels strongly that the site should remain residential in use.

Sheila Myers, 4505 West 82nd Street, noted she lives one block from Corinth Square and had no problem when it was identified in Village Vision as one of the prime retail developments and possible expansion to a mixed use district was suggested.

However, she feels that allowing mixed use development on this site would cannibalize Corinth merchants and noted the large number of office spaces already available in the city.

Charles Miller, attorney representing the property owner, addressed the Commission. Mr. Miller clarified the ownership of this property is solely Dan Lowe and Joe Tutera, both of whom reside locally. RED was hired to develop the property and RED is also a local company. He noted Dan Lowe did talk with staff regarding the proposed amendment. He stated he was not present to discuss redevelopment or to oppose the comprehensive plan amendment, but to highlight the points expressed in their letter.

“In light of the tremendous time and effort put forth by elected officials, city staff, residents and other stakeholders in creating and adopting the Village Vision Strategic Investment Plan, it seems that any amendment to that plan should encourage the City to consider uses of the MVS site that are consistent with the broadly stated goals of that plan. Specifically, portions of the Action Agenda in Section F. of the Village Vision Strategic Investment Plan’s Executive Summary statement that top priorities of the City include (1) consider revising the zoning ordinance to allow more residential, commercial and office development, particularly in walkable, mixed-use areas of greater intensity, (2) permit higher residential densities and mixed uses near existing commercial areas and along arterial roadways and (3) allow for a greater variety of housing types throughout Prairie Village.”

Mr. Miller proposed that the Planning Commission not recommend uses be limited until they consider uses as part of a formal redevelopment proposal.

With no one else wishing to address the Commission, Chairman Ken Vaughn thanked the residents for their comments and closed the public hearing at 7:35 p.m.

Mr. Vaughn asked if staff had any additional comments.

Ron Williamson stated that staff feels adding the language suggested by the owner broadens land use outside of R-1a and they feel uses should stay within R-1a District.

Nancy Vennard suggested the language in the last sentence of #3 under Issues should be changed to read “be compatible with or relate to **surrounding** residences” to include those residents across Mission Road from this site.

Ms Vennard also pointed out a typo in the last sentence under #4 “relate to the variety ~~adjacent~~ **of** residential type developments adjacent to the site.” Nancy Wallerstein pointed out a typo in #1 of recommendations on the top of page 4 - “Do to the former . . . should read **Due** to the former . . .

Nancy Vennard questioned the use of R-1a and RP-1a in the recommendations. Mr. Williamson clarified that the uses were the same, but that RP-1a is a planned district and the use could take a different form. Mr. Williamson also noted that the word “adjacent” would include properties across the street and is not limited to immediately adjoining properties.

Nancy Wallerstein confirmed the flood plain map designations of "Zone X" were currently unrated classifications.

Randy Kronblad moved the Planning Commission adopt by Resolution 2012-01 the proposed amendment to Chapter 8 of the Comprehensive Plan as written including the two typographical corrections and forward said resolution to the Governing Body for its approval. The motion was seconded by Dirk Schafer and passed unanimously.

Dirk Schafer expressed the Planning Commission's appreciation for those in attendance at the meeting and thanked them for being involved in their community. Their input and passion is welcome.

NON-PUBLIC HEARINGS

PC2012-105 Site Plan Approval for fence 8526 Fontana

David and Janet Byars, 8526 Fontana, presented their request for a waiver from Section 19.44.025 C which requires a five (5) foot setback from the right-of-way adjacent to Somerset because the subject property is located on a corner lot. There is eighty (80) feet of right-of-way along this section of Somerset which would place the fence forty-five (45) feet from the center line of the street.

They want to construct a new fence in the same location of the original fence which was approximately forty-one feet from the centerline of Somerset. The proposed fence is six (6) foot in height and is a standard privacy fence design.

They believe it is a hardship to have to take existing vegetation on the backyard side of the fence and replace it under the strict interpretation of the zoning code. Secondly, they would like to maintain as much rear yard space as possible and do not believe that the fence in the current location affects the rights of adjacent property owners.

Staff reviewed the following criteria for a modification to the required setback under the approval of a site plan.

A. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space and landscape;

The applicant is not proposing to significantly alter the existing building, parking or drive configuration. The open space will remain relatively the same since the proposed fence design is similar the previous fence and in the same location.

B. Utilities are available with adequate capacity to serve the proposed development;
The site has existing utilities.

C. The plan provides for adequate management of stormwater runoff;
The proposed modifications to the site will not have any impact on stormwater runoff.

D. The plan provides for safe and easy ingress, egress and internal traffic circulation;
The Planning Commission has given the placement of fences a great deal of consideration related to safe ingress and egress circulation. In developing setback

standards for fences, the Planning Commission has considered impacts on adjacent properties. In this case, the property to the west could be adversely impacted by the construction of a standard six (6) foot privacy fence along the property line; however, both properties front on Fontana and in this situation would not be impacted. There would be little impact to the adjacent property given site placement of the existing fence and the lack of a driveway curb-cut along Somerset. .

E. The plan is consistent with good land planning and site engineering design principles;

The plan is consistent with good land planning and site engineering design principles.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building(s) and the surrounding neighborhood;

The proposed fence is compatible with the residential structure and the surrounding neighborhood.

G. The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies.

The plan is consistent with overall development patterns represented in the neighborhood and with the policies adopted in the Comprehensive Plan.

Dirk Schafer moved the Planning Commission find the PC2012-105 meets the required criteria and grant the requested waiver from Section 19.44.025C. The motion was seconded by Greg Wolf and passed unanimously.

**PC2011-116 Sign Approval - Monument Sign
83rd & Mission Road**

Jeff Berg, representing Lane4, presented revised monument signs for Corinth Square Shopping Center. He noted the sign to be located on the southeast corner has been lowered to five feet in height but is approximately 36 feet in length.

Ron Williamson stated staff feels the new design and materials are better than the original design originally approved by the Planning Commission. The only concern is that the monument be set back far enough so it does not adversely affect the site distance at the intersection.

Nancy Wallerstein asked what the surface would be in the open areas. Scott Schultz replied the open areas are designed to hold shopping center and community related announcements and it was anticipated that it would never be open. The back will be a solid finish selected by Lane4 with on-going interchangeable lettering for the announcements.

Randy Kronblad asked what would be in the blank squares on the ends of the monument sign. These would be signs identifying Lane4 with leasing contact information. Mr. Kronblad questioned the need for two such signs. Dennis Enslinger noted that one sign was approved in the original submittal. Jeff Berg stated they would be willing to have only one sign as originally proposed.

Nancy Vennard confirmed the location of the monument signs to be at the southeast corner of 83rd & Mission and two signs, one on each side of the new main entrance to the center off Mission Road. Randy Kronblad confirmed there are no monument signs planned along 83rd Street and confirmed that signs would be backlit.

Nancy Wallerstein noted with the backlighting it was essential that there be text in the changeable section at all times. Mr. Schultz assured her with the promotion of community events as well as center events, the sign area would be filled at all times.

Ron Williamson noted the proposed signs would eliminate the need for the numerous temporary signs now found around the center.

Nancy Vennard asked how long the community sign face was on the corner monument sign. Mr. Berg responded it was approximately eight feet in width. He noted there would be no tenant specific signage in this location.

Staff noted the change to the monument sign would also need to be addressed in revised sign standards for the center. These changes could be made and approved by staff. Staff also noted that approval should be conditioned upon meeting the appropriate site distances at the intersection. Mr. Berg stated the conditions of approval were acceptable.

Nancy Vennard moved the Planning Commission approve the revised monument sign for the Corinth Square Shopping Center as presented subject to the sign location meets the appropriate site distances at the intersection and the sign standards for the center be revised and presented to staff for approval to reflect the changes to the monument sign. The motion was seconded by Dirk Schafer and passed unanimously.

OTHER BUSINESS

Next Meeting

The June 5th Planning Commission agenda at this time includes a lot split on 72nd Street, sign standard revisions on 75th Street, a possible Special Use Permit for a daycare at 7501 Belinder and a BZA (rear yard setback) and Site Plan approval for 3704 West 71st Street. The filing deadline is Friday.

ADJOURNMENT

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 8:15 p.m.

Ken Vaughn
Chairman

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
TUESDAY, JUNE 5, 2012
6:30 P.M.**

Council Chamber

- I. ROLL CALL
- II. APPROVAL OF MINUTES - March 1, 2011
- III. ACTION ITEM
BZA2012-01 Request for a Variance from P.V.M.C. 19.16.035
reducing the rear yard setback from 25' to approximately 16' at
3704 West 71st Street
Zoning: R-1a
Applicant: Lauren Hickman
- IV. NEW BUSINESS
- V. OLD BUSINESS
- VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
MINUTES
TUESDAY, JUNE 5, 2012**

ROLL CALL

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, June 5, 2012 in the Council Chambers. Chairman Randy Kronblad called the meeting to order at 6:30 p.m. with the following members present: Bob Lindeblad, Dirk Schafer (arrived late), Gregory Wolf, Nancy Vennard, Nancy Wallerstein and Ken Vaughn. Also present in their advisory capacity to the Board of Zoning Appeals were: Ron Williamson, Planning Consultant, Dennis Enslinger, Assistant City Administrator; Ted Odell, Council liaison; Jim Brown, Building Official and Joyce Hagen Mundy, Board Secretary.

APPROVAL OF MINUTES

Nancy Vennard noted on page 2 of the minutes Jim Breneman felt that the proposed patio was out of scale for the area. The secretary noted an additional correction at the bottom of page 2 that should read the "variance does **not** arise". Ken Vaughn moved the minutes of March 1, 2011 be approved as corrected. The motion was seconded by Nancy Vennard and passed 5 to 0 with Gregory Wolf abstaining due to absence.

BZA2012-01 Request for a Variance from P.V.M.C. 19.16.035 to construct a Covered patio reducing the rear yard setback from 25' to Approximately 15' at 3704 West 71st Street

Chairman Randy Kronblad reviewed the procedures for the public hearing. The Secretary confirmed that the Notice of Public Hearing was published in the Johnson County Legal Record on Tuesday, May 15, 2012 and all property owners within 200' were mailed notices of the hearing.

Randy Kronblad called upon the applicant to present the application.

Lauren Hickman, with Archetype Design Group, 8010 State Line Road, stated the owner is proposing to tear down the existing dwelling and replace it. Ms Hickman presented drawings of the proposed structure showing the front and rear elevations as well as the site plan depicting the existing and proposed rear yard setback. The existing dwelling was built in 1951 with the rear of the dwelling at its closest point approximately 14'2" from the rear property line. The proposed structure would have a rear yard setback of 15 feet. The dwelling was constructed at an angle across the lot with the east end of the dwelling 40 feet from the rear property line.

The proposed dwelling will have an irregular rear building line and the building will vary from 15 feet to 19 feet from its closest points to the rear property line.

The lot is approximately one third of an acre but is triangular in shape. The west 75 feet of the lot apparently was sold to the Indian Hills Country Club for access to the golf course. So the lot now is 200 feet wide at the rear property line while the east lot line is 129 feet and the west lot line is 23 feet.

Ms Hickman stated the rear setback request is due to the uniqueness of the property. The originally platted triangular shaped property is 200 feet wide at the rear property line while the east lot line is 129 feet and the west lot line is 23 feet in combination with the city's required 25 foot rear yard setback yields an unreasonably small building area. She noted the original construction in 1950 allowed a 14.2" rear yard setback.

Ms Hickman stated no adjacent property owner's rights are adversely affected as the requested setback is greater than the original setback. She also noted that immediately adjacent to the property line of the nearest contiguous property, the 25' rear setback is maintained.

Ms Hickman feels the strict application of a 25' rear setback constitutes an unnecessary hardship on the current and future property owners that is not prevalent on other properties in the subdivision.

Ms Hickman stated if granted, the requested 15' setback variance will in no way negatively impact the public safety, health, morals, order convenience, prosperity or general welfare but rather have a positive impact on many of these. The proposed variance and related construction of a new structure on this property supports the general spirit and intent of these regulations. It was noted the proposed structure would cover 23.5% of the property well within the 30% maximum lot coverage allowed by ordinance.

Nancy Vennard asked how close the deck came to the property line. Ms Hickman responded it is 2 feet from the property line.

Mr. Williamson noted a neighborhood meeting was held on May 21, 2012, with six neighbors attending. The entire project including the proposed rear yard variance, the floor variation change and the design of the residence was explained. The neighbors were not concerned with the variance or the floor elevation change, but one was concerned that although the design was good, it did not fit this area.

Chairman Randy Kronblad opened the hearing to public comment from those wishing to address the Board regarding this application.

Rita Rosano, 3801 West 71st Street, noted she lives across from this property and approximately 100' to the west. Ms. Rosano reminded the board of the vision of JCNichols in the development of this area and his desire to restrict alterations through the establishment of homes associations and covenants. She wants to keep Prairie Village as it was envisioned by Mr. Nichols. Mrs. Rosano expressed concern with the potential of increased drainage issues with the proposed development of this property, noting past flooding in the area. She also expressed concern with construction vehicles

in the area. Ms Rosano stated she supports the retention of homes that are compatible with the existing area.

Shannon Marcano, attorney representing the Indian Hills Country Club, referenced a letter submitted to the Board which it states the Indian Hills Country Club's opposition to the requested variance. The club does not feel the requested variance meets the criteria established for the granting of a variance. Ms Marcano stated the hardship is being created by the property owner in that the proposed structure could be designed to meet the required city setbacks. The placement of a structure as close to their property line abutting a golf course green and tee complex will create numerous problems for both the homeowner and the club. They feel the lot is buildable without the requested variance and the variance should be denied.

With no one else to address the Board, the public hearing was closed at 6:54 p.m.

Ron Williamson noted the drainage issues raised by Ms Rosano will be addressed by the Public Works Department as a drainage plan will need to be submitted and approved prior to any permits being issued and is not related to the requested setback variance.

Mr. Williamson noted the area will continue to evolve from JC Nichols' vision for the area in 1950 in response to the need and desire for different types of housing. Neither the Board of Zoning Appeals or the Planning Commission controls the design of buildings. Mr. Williamson stated this lot in itself is far different from the other lots in this area.

Ms Vennard asked if a deck was allowed within 2 feet of the property line. Mr. Williamson responded the code would allow construction of a deck up to the property line. The two foot setback is required due to the retaining wall.

The Board considered the following findings required for the granting of a variance:

A. Uniqueness

That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

The configuration of this lot is unique in its shape and is not like other lots in the area. The triangular shape reduces the usefulness of a large part of the western portion of the lot. This condition is unique and was not created by the property owner.

Bob Lindeblad noted the shape and slope of this lot from the front to the back severely limits the buildable area. Mr. Lindeblad moved the Board find that the variance does arise from a condition unique to this property. The motion was seconded by Gregory Wolf and passed by a vote of 6 to 0.

B. Adjacent Property

That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residences.

The residence to the east is approximately 22 feet from the side property line. The proposed residence will be approximately 5 feet from the side property line. With the extensive tear down rebuild occurring on the north side of 71st Street, it is likely that the house to the east will be expanded or torn down and replaced with a large home at some point in the future. In order to maintain the required 14 feet between dwellings, the lot to the east will have a 9 foot side yard setback adjacent to the west property line. There is no residence to the west and the Indian Hills Country Club is to the north. The proposed variance should not adversely affect the rights of adjacent property owners.

Bob Lindeblad noted the concerns mentioned by Mrs. Rosano do not address the requested setback variance and moved the Board find that the variance does not adversely affect the rights of adjacent property owners or residences. The motion was seconded by Nancy Vennard and passed by a vote of 6 to 0.

C. Hardship

That the strict application of the provisions of these regulations from which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.

The footprint of the existing residence is 2,121 square feet while the proposed footprint of the new residence is 3,472 square feet which is approximately a 64% increase. The proposed size of the residence is typical of the rebuilds occurring in this area and the variance would allow the owners to build a residence that has all the amenities that are desired in today's market. It also should be noted that the existing residence was permitted to be built 14'2" from the rear property line so the proposed request will be slightly less in distance but more of the residence will be closer to the rear property line. In today's market it is highly desirable to have the living area on one floor, especially for seniors. Approval of the variance would permit that to occur.

Nancy Vennard noted the features desired in today's housing market and features found in other homes in this area it would be very difficult to design a home to meet those demands within the required setbacks on this property and therefore, moved the Board find that the denial of the variance would constitute an unnecessary hardship upon the property owner. The motion was seconded by Gregory Wolf

Nancy Wallerstein asked if the homes association has reviewed these plans. Dennis Enslinger stated the homes association was notified of the requested permit when the application was made. The City has not heard anything from the home association regarding the proposed structure. Nancy Vennard confirmed there is an active homes association for this area.

The motion was voted on and passed by a vote of 5 to 0 with Bob Lindeblad abstaining.

Dirk Schafer arrived.

D. Public Interest

That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.

The granting of the proposed variance would not adversely affect the public health, morals, prosperity or general welfare.

Bob Lindeblad moved the Board find that the variance will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare. The motion was seconded by Ken Vaughn and passed by a vote of 6 to 0 with Dirk Schaffer abstaining.

E. Spirit and Intent of the Regulation

That the granting of the variance desired would not be opposed to the general spirit and intent of these regulations.

The purpose of the rear yard setback is to ensure that there is adequate distance between the rear of abutting dwellings so that adequate open space is available and the living areas of individuals would not encroach on the living areas of their neighbors. The setbacks are also established so that the lots are not overdeveloped. The lot coverage of the proposed residence would increase to approximately 23.5%, still within the maximum lot coverage regulation. The Indian Hills golf course abuts the property to the north and therefore the proposed variance would not adversely impact any other residential properties. It was also noted that the existing dwelling is only 14'2" from the rear property line and the proposed residence will be 15 feet from the rear property line. Therefore the granting of the variance will not be opposed to the general spirit and intent of the zoning ordinance.

Nancy Vennard noted the existing structure has a rear yard setback less than that requested by the applicant and moved the Board find that the variance is not opposed to the general spirit and intent of these regulations. The motion was seconded by Gregory Wolf and passed by a vote of 6 to 0 with Dirk Schaffer abstaining.

Gregory Wolf moved that the Board having found all five of the conditions have been met approve BZA Application 2012-01 for the requested variance from PVMC 19.16.035 to construct a new residence reducing the rear yard setback from 25' to approximately 15" as shown on the plans presented for 3704 West 71st Street. The motion was seconded by Nancy Vennard and passed by a vote of 6 to 0 with Dirk Schaffer abstaining.

OTHER BUSINESS

There was no Other Business to come before the Board.

ADJOURNMENT

Chairman Randy Kronblad adjourned the meeting of the Board of Zoning Appeals at 7:15 p.m.

Randy Kronblad
Chairman

SISTER CITY COMMITTEE
14 May 2012
MINUTES

Call to Order

Chair Jim Hohensee called the meeting to order. Present: Bob Glywa, Vera Glywa, Ivan Novikov, Cindy Dwigans. Also Present: Ron Shaffer and Sally Hohensee. Staff: Chris Engel

Cindy moved to approve the minutes from April. Bob Glywa seconded and the minutes were approved.

The Dolyna Group cancelled participation this year. If we receive the grant, we will seek clarification on whether to return it or see if it can be used next year.

Jim needs to check with Emily and set a September date.

The two students who are coming are Anastasiia Koriakina and Yuliana Pavlyk

Photos need to get going. We should check with Rod and Dan about the frames and Mattes.

A farewell function will be held for Vira. She is leaving at the end of the month.

Dick Bills died. The Mayor reported on Dick's final days.

Chris can run an article on the Sister City music school fund raiser and a notice of vacancies on the committee can be included.

Bob suggested that we consider downsizing the committee. Jim and Cindy expressed their thoughts that the size was OK and suggested we determine if there is interest in the community in joining the committee. It was also suggested that we meet only every other month.

We will plan to repeat last year's activities at Village Fest. We can include a flyer on the Music School and seek some donations.

Cindy proposed we look at sculptures or a garden to recognize our sister city.

Bob moved to adjourn. Cindy seconded. The meeting adjourned.

The next meeting will be Monday, June 11, 2012.

Jim Hohensee
Chair

Jazz Fest Committee
Wednesday, May 30, 2012
7:00 p.m.

Present: Jack Shearer, Gloria Shearer, Donelea Hespe, Peggy Wright, Mary Ann Watkins, Dan Andersen, Rod Atteberry, Brian Peters, Larry Kopitnik, Michael Jones, Alison Garcia, Tara VanLoenen, Kate Fields, Brooke Morehead and Joyce Hagen Mundy

Brooke Morehead, Council Liaison, to the committee was welcomed and introduced as was Kate Fields with Heartland Habitat for Humanity.

The minutes of the May 30, 2012 meeting were distributed and approved with minor corrections.

Financial Update

Joyce distributed the financial report as of May 30, 2012 with a balance of \$9,636.25 and three outstanding pledges totally \$2100. It was noted the final payment of race registrations has not been received. Joyce noted the committee's June 1, 2011 balance was \$9,043.32 with most of that coming from grants and the 5K. She announced the receipt of a \$2000 sponsorship from the Regnier Family Foundation.

Talent

Larry Koptnik provided an update on potential talent. Based on the limited funding available at this time, he has contacted some less expensive, yet very good local talent for opening acts.

He is recommending to open with Diverse - a new trio recommended by Shay Estes at a cost of \$450. They will be followed by Rich Wheeler, who is a new artist that plays very upbeat music at a cost of \$600.

The final four acts are unchanged and he is negotiating with the musicians to lower their fees. The final four acts are Mike Methany, Megan Birdsall, Bobby Watson and Karron Allyson. The projected total cost for the talent line-up is \$16,000.

Larry noted that Karrin has agreed to arrive on Thursday and appear on the Steve Kraske show on Friday. He will also be talking to the KC Star regarding doing a feature story on Karrin.

The committee thanked Larry for his work and unanimously directed him to proceed with securing contracts for the line-up he has proposed.

Sponsorships

Jack Shearer, Jon Grams and Walt Vernon continue to seek sponsorships and donations. Dan Andersen announced that US Bank would be making a \$500 donation. Jack noted that contact has not yet been made with Lane4 and other waiting for the results from the 5K. Mr. Shearer noted that "Jazz in the Woods" has also had a difficult time getting donations and sponsors for their event this year.

BRGR 5K

Tara reported that she and Alan were very disappointed with the turnout for the 5K. She noted that the Corinth Elementary Dragon Run also had a lower turnout this year than expected.

She stated Alan is looking to hold a weekend event at all three of his restaurants in support of the Jazz Festival. They are also still planning on hosting a wine tasting & silent auction at Urban Table in August.

PV Art Fair

It was noted that in the past, the Jazz Festival had a presence at the PV Art Fair both announcing its line-up and with a fund-raiser. The Art Fair is June 1st, 2nd & 3rd. Joyce stated the Prairie Village Merchants' Association has agreed to allow the committee to sell 2011 festival T-shirt. Tara stated that it would also be possible to sell extra 5K race shirts and t-shirts. Joyce noted the space is limited, but she would check noting that they could be sold at Villagefest. Joyce will send out sign-up information for working the Art Fair.

The committee decided to hand out "save the date" cards at the Art Fair announcing the date of this year's festival and directing them to the website for announcement of the line-up. An expenditure of up to \$500 was approved by the committee for promotional materials. The committee decided that it would formally announce its festival line-up at the City's Villagefest celebration.

Dan Andersen asked about the promotional banners that have been used in the past at the Art Fair and Villagefest. Joyce stated the banners are at the Public Works facility and noted the date has not yet been changed on the banners. Dan and Tara discussed creating new banners that would also note BRGR's sponsorship and participation by the Heartland Habitat for Humanity chapter.

Corporate Woods Jazz in the Woods

Jack announced that the corporate woods jazz festival is in need of volunteers for their event. He would like some of the committee members to volunteer to work in one of their corporate tents to get a better idea of how they would function for our event. Specific sign-up information would be distributed at the next meeting. It was noted that the City's Jazz Festival will be promoted in the Jazz in the Woods program.

JazzFestival Program

Tara will get cost information on a possible program with advertising for the city's festival. This would provide another value for our sponsors and donors to the festival. She will get the costs for 5000 and 10,000 in case there is a significant cost benefit with the larger number.

Website

MaryAnn noted that pictures from the BRGR 5K can be found on the BRGR website.

Next Meeting

The next committee meeting will be **Wednesday, June 13th at 7 p.m.**

Adjournment

The meeting was adjourned at 8:20 p.m.

**Council Members
Mark Your Calendars
June 18, 2012**

June 2012	Senior Arts Council exhibit in the R. G. Endres Gallery
July 2012	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.
August 2012	Ted Denton photography exhibit in the R. G. Endres Gallery
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
September 2012	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.
October 2012	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
November 2012	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