

CITY OF PRAIRIE VILLAGE

May 3, 2010

**Committee Meeting
6:00 p.m.**

**Council Meeting
7:30 p.m.**





City Council Meeting

May 3, 2010

Dinner will be
provided by:

Oklahoma Joe's BBQ

*Wood Smoked Combo:
Brisket and Pulled Pork
BBQ Beans, Potato Salad,
Coleslaw, Bread & Pickles
Dessert*

**COUNCIL COMMITTEE
May 3, 2010
6:00 p.m.
Multi-Purpose Room**

AGENDA

CHARLES CLARK, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2010-28 Consider approval of a contract with Vanum Construction for the renovation of Franklin Park
Keith Bredehoeft**
- COU2010-29 Consider request for Alcoholic Beverage Waiver for Harmon Park for Jazz Fest event**
- Discussion and direction regarding property maintenance code issues
Dennis Enslinger**
- 2011 Budget Presentation - Revenue Trends
Quinn Bennion and Karen Kindle**

***Council Action Requested the same night**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 3, 2010

Council Meeting Date: May 3, 2010

***COU2010-28: CONSIDER APPROVAL OF A CONTRACT WITH VANUM CONSTRUCTION CO. INC. FOR PROJECT 190659, FRANKLIN PARK IMPROVEMENTS AND TO TRANSFER \$500,000.00 FROM THE 2010 STREET PROGRAM TO PROJECT 190659.**

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with Vanum Construction Co. Inc. for Project 190659, Franklin Park Improvements for \$860,600.00 and to transfer \$500,000 from the 2010 Street Program to Project 190659.

COUNCIL ACTION REQUESTED MAY 3, 2010

BACKGROUND

On April 22, 2010, the City Clerk opened bids for Project 190659, Franklin Park Improvements. This project will renovate Franklin Park and includes a new 8 foot trail, a new shelter, a new restroom, ball field improvements, drainage improvements, and a nature play area.

Seven bids were received:

Vanum Construction Co. Inc.	\$817,000.00
Zimmerman Construction Co. Inc.	\$826,000.00
Wilcott Construction, Inc.	\$853,974.00
Combes Construction, LLC	\$844,000.00
Prosser Wilbert Construction, Inc.	\$908,596.00
MEGA Industries Corporation	\$1,029,690.00
Cobra Contractors, LLC	\$1,051,000.00
Engineer's Estimate	\$954,000.00

There were three bid alternates for LED lights, additional fencing, and parking lot replacement included with the bid. Vanum's bid for these three items was \$43,600.00. The contract will include these bid alternates for a total of \$860,600.00.

Bids were reviewed for accuracy no errors were found. Vanum references have been contacted and staff will provide a summary at the Monday meeting.

FUNDING SOURCE

Funding is available in the Capital Infrastructure Program Project 190659.

ATTACHMENTS

1. Construction Agreement with Vanum Construction Co. Inc.

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

April 29, 2010

CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
CONTRACTOR
FOR
PROJECT 191024 - 2010 Franklin Park Improvements

THIS AGREEMENT, is made and entered into this ____ day of _____, 2010, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and Vanum Construction Co., 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 **Eight Hundred Sixty Thousand Six Hundred and 00/100 DOLLARS (\$860,600.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

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

Within ten (10) calendar days after receipt of written notice to commence from the City, the Contractor shall commence the Work to be done under this Contract. The Contractor agrees to complete the Total Project Work and Project Segments hereunder within the contract time period set forth in the Contract, or as it may be extended under the terms of this Contract. At the time of execution of this Contract, the Contractor shall furnish the Engineer 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:

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

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.

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 Engineer that orders minor changes in the work, but which does not involve a change in the contract price or contract time.

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 Engineer.

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.

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.

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.

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.

- 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 City Engineer 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 City Engineer.
- 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 Engineer 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 Engineer 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 Engineer 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 Engineer daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Engineer's representative is able to monitor properly the Work.

5. ENGINEER

- 5.1 It is mutually agreed by and between the parties to this Contract Agreement that the Engineer 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 Engineer 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 Engineer shall determine, where applicable, questions in relation to said Work and the construction thereof; that Engineer shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Engineer'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 Engineer 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 Engineer 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 Engineer, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Engineer as set forth in this Contract. The Engineer shall be the City's representative from the effective date of this Contract until final payment has been made. The Engineer 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 Engineer.
- 5.5 The Engineer shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Engineer 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 Engineer 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 Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to City, based on Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on Engineer'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 Engineer'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 Engineer 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 Engineer 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 Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to City. Engineer 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 Engineer'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 Engineer

- 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 Engineer) stating the reasons for such action.
- 5.9 The Engineer will have the authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the Engineer deems it necessary or advisable, the Engineer shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 5.10 The Engineer 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 Engineer 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 Engineer, upon written request from the Contractor shall conduct observations to determine the date of substantial completion and the date of final acceptance. The Engineer 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 Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 5.14 The Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer, 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 Engineer, 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 Engineer, 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 engineer, 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 Engineer 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 Engineer 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 Engineer 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 Engineer. 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 Engineer.
- 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 Engineer. The Contractor shall communicate immediately any changes in the work schedule to the City Engineer.

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 Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer 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

Engineer 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 Engineer, 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 Engineer thereof in writing. Thereupon, the Engineer will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer. 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer, 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 Engineer 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 filed with the City prior to the Contractor starting any construction work on this Contract. The Certificates shall state that the thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City, at the City option, may be the basis for the City exercising its right to terminate the Contract.

13.11 The liability limits shall be as stated:

- Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
- Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

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

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

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

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

14. INDEMNITY

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

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

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

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

15. SUCCESSORS AND ASSIGNS

- 15.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 15.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect 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.
- 17.1 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 17.2 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.
- 17.3 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, engineering 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 Engineer 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, Engineer 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

CONTRACTOR

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

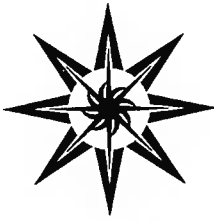
ATTEST:

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.)



PRAIRIE VILLAGE ARTS COUNCIL

Meeting Date: May 3, 2010

COU2010-29 Consider request for Alcoholic Beverage Waiver for Harmon Park for Jazz Fest Event

RECOMMENDATION

Recommend the City Council approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 11, 2010 in conjunction with the JazzFest Celebration.

BACKGROUND

The Prairie Village Arts Council is sponsoring a Jazz Festival on Saturday, September 11, 2010 on the Municipal Campus and Harmon Park. Food and alcohol will be sale and consumption by PB&J Restaurants, (Yia Yia's) during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wrist bracelet that they will receive after they have shown the necessary documentation showing they are of age to drink. The bracelets will assist the police in monitoring the drinking. Yia Yia's will be the only vendor serving alcohol.

ATTACHMENTS

Waiver Application

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: April 28, 2010



**APPLICATION FOR ALCOHOLIC BEVERAGE
WAIVER FOR HARMON PARK
City of Prairie Village, Kansas**

1. Date/Time Application Filed April 28, 2010
2. Name/Date/Time of the Event Jazz Fest, Saturday, September 11, 2010 3 - 10 pm

Ordinance 2011 provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.

3. Applicant's
Name YIA YIAS
Address 4701 West 119th Street Overland Park, KS 66209
DaytimePhone 913-345-1111 Evening Phone 913-424-4142

4. Name of Sponsoring
Organization Prairie Village Arts Council - JazzFest
Address 7700 Mission Road, Prairie Village, KS 66208
Phone 913-381-6464

Does the applicant have a License from the State of Kansas
to serve alcoholic beverage? Yes No

If so, what is the License Number 13-019-0933-02

Registered to do business in the State of Kansas? Yes No

What measures will be taken to provide security to
insure health & safety during the event? _____

Area will be secured, Police Officers will be on the grounds during the
event, all individuals drinking alcohol will be required to wear wristbands.

5. Event Coordinator* This individual must
be on site throughout the entire event Daniel Andersen
6. Service Location Harmon Park
7. Total Number of persons Estimated 7,000

KANSAS DEPARTMENT OF REVENUE
Alcoholic Beverage Control Division



STATE LIQUOR LICENSE

License No. 13-019-0933-02

The licensee named below has registered with the Kansas Department of Revenue, Alcoholic Beverage Control Division, and is authorized to operate as a *Drinking Establish/Caterer*. This license is neither transferable nor assignable and is valid from 12:01 a.m. *January 11, 2010* until 12 midnight *January 10, 2011* unless surrendered or revoked.

YIA YIAS
PB & J RESTAURANTS INC
4701 W 119TH ST
OVERLAND PARK KS 66209

WITNESS my hand at my office at Topeka, Shawnee County, Kansas, this 4th day of January, 2010.

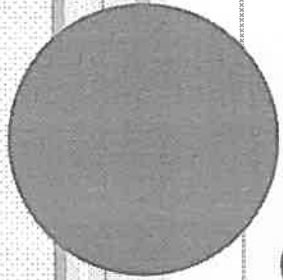


Handwritten signature of Thomas W. Johnson.

Director of Alcoholic Beverage Control Division

Handwritten signature of Joan Wagon.

Secretary of Revenue



2011 BUDGET

Trend Overview and Discussion

AGENDA

- Review the List of Funds
- Trends
- Gap Discussion
- Next Steps



LIST OF FUNDS

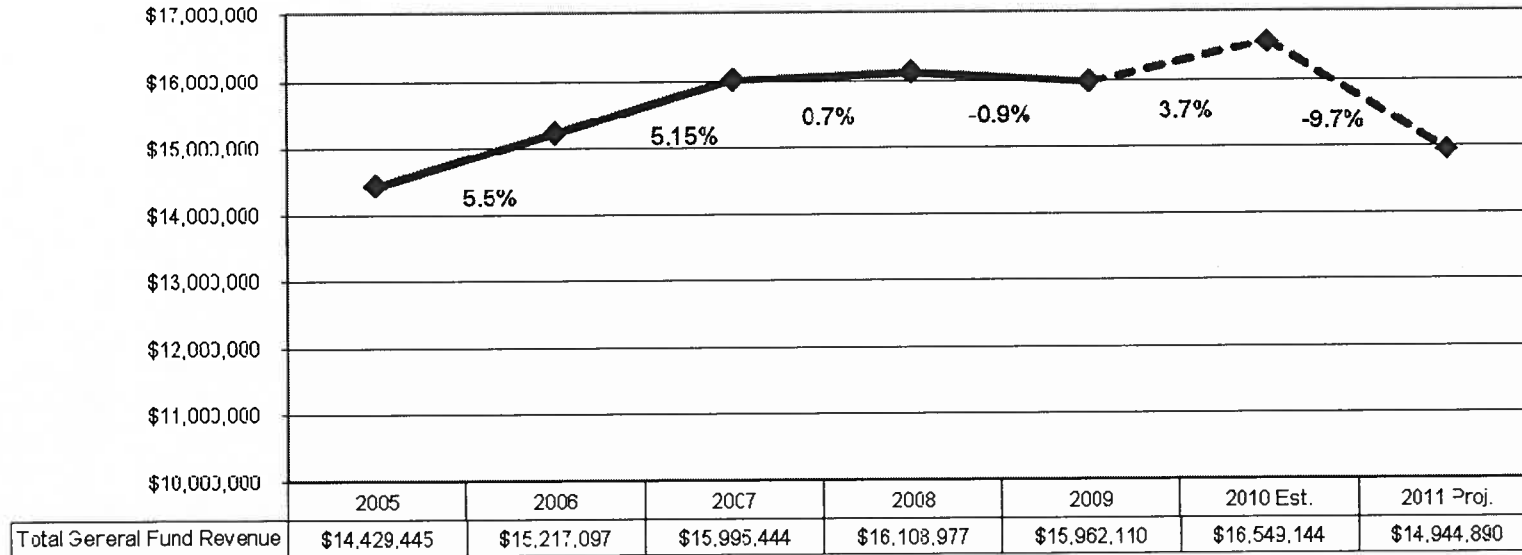
- General Fund
- Solid Waste
- Special Highway
- Stormwater Utility
- Special Park & Rec
- Special Alcohol
- Bond & Interest
- Grants
- Capital Projects
- Risk Management Reserve
- Economic Development
- Equipment Reserve





**GENERAL FUND TRENDS
2005 – 2011 Projected**

Total General Fund Revenue 2005 - 2011 Projected



Increase 2005-2006 - Due to increase in Fines & Fees because of the first full year of the Traffic Unit. Also better interest rates resulted in increased interest earnings.

Increase 2006-2007 - Due to accounting for CARS Grant in the General Fund instead of the Capital Projects Fund as had been the practice in the past. CARS Grants will be accounted for in the Capital Projects Fund in 2008 and beyond.

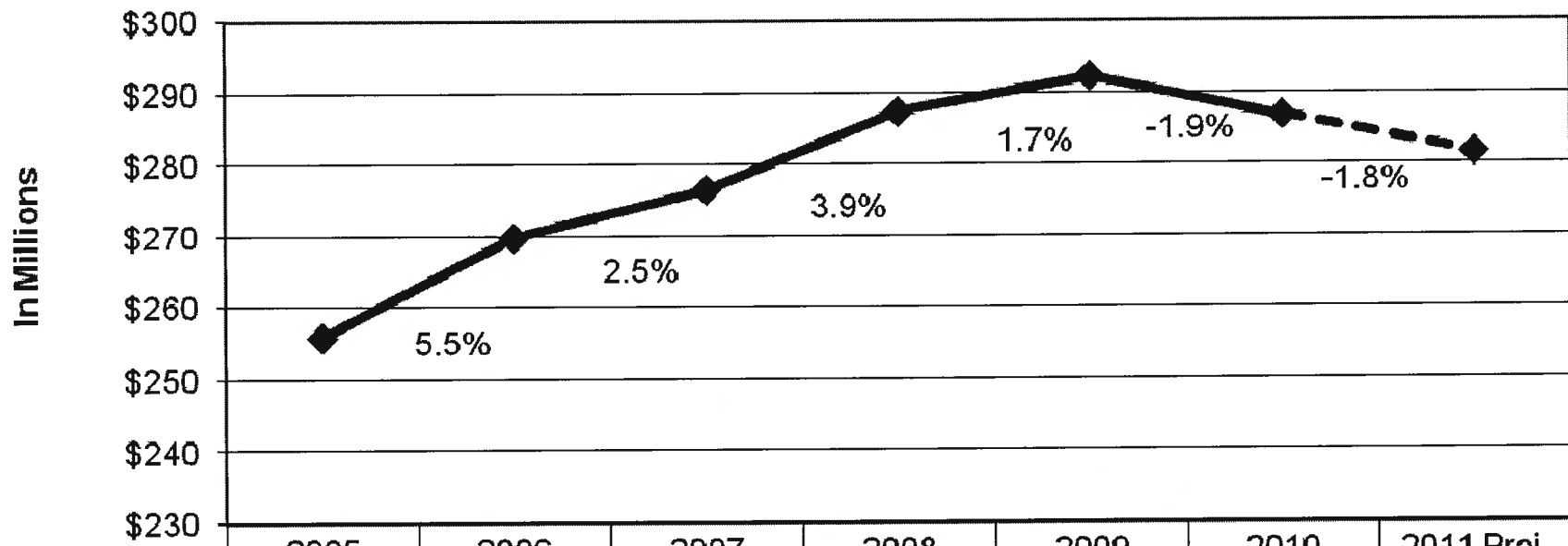
Increase 2007-2008 - Due to accounting for the CARS Grant in the Capital Projects Fund and a mill levy increase of 2 mills.

Increase 2008-2009 - Due to addition of a transfer from the Stormwater Fund to reimburse for stormwater operating expenditures paid from the General Fund. Also reflects increase in almost all of the user fees. Includes an increase in property tax revenue to reflect small increase in assessed valuation and bond & interest mill levy rate savings in the General Fund.

Increase 2009-2010 - Due to restoring County Use Tax revenue because large refunds completed in 2009. Also reflects an increase in the Mission Hills contract due to increases in police costs. Reflects an increase in franchise fees for the Natural Gas Transport fee and AT&T Video Franchise Fees.

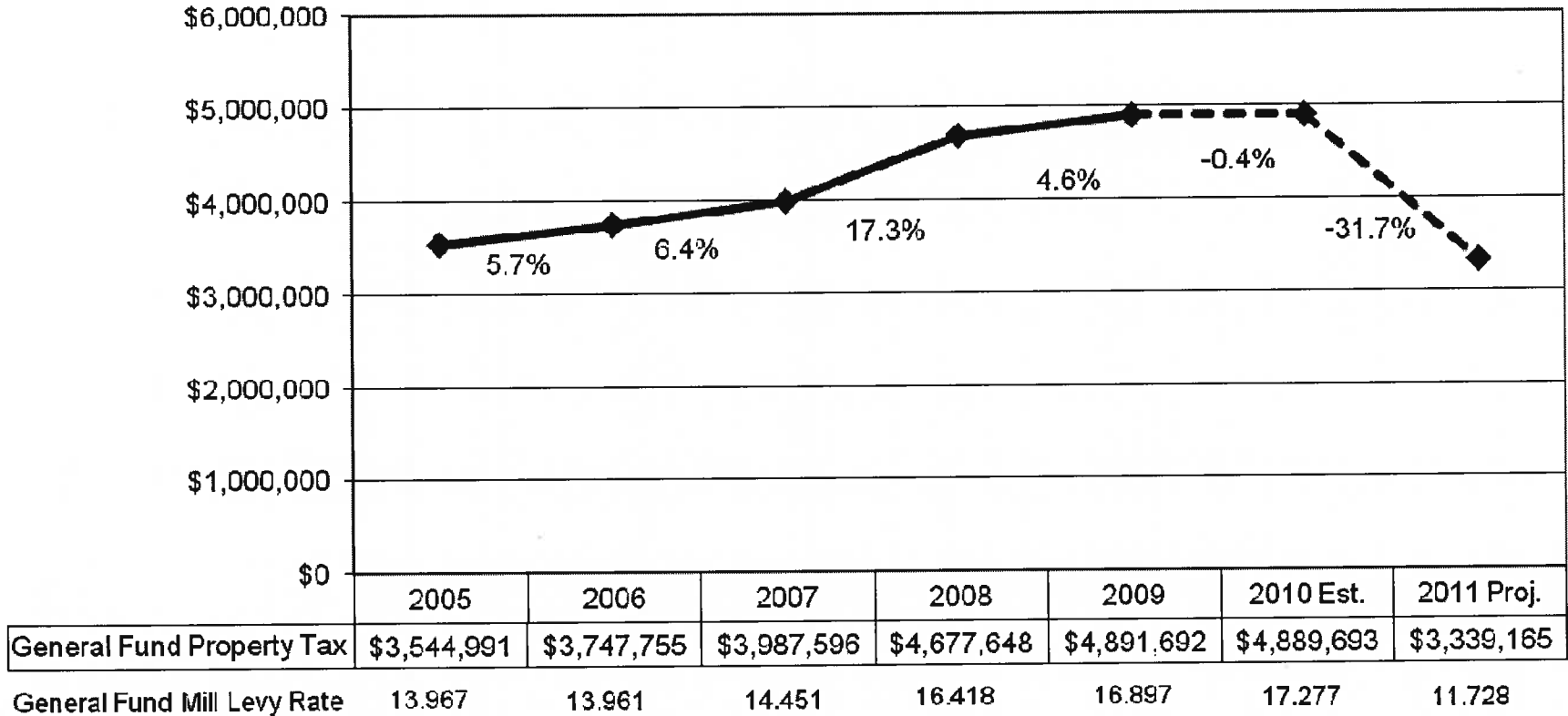
Decrease 2010-2011 - Due to decrease in property taxes that are now in the Bond and Interest Fund to cover the bond payments vs. being in the General Fund. Also due to a decrease in County sales and use taxes as a result of the down economy.

**Prairie Village
Total Assessed Value 2005 - 2011 Projected**



	2005	2006	2007	2008	2009	2010	2011 Proj.
Assessed Value	\$256	\$270	\$277	\$287	\$292	\$287	\$282

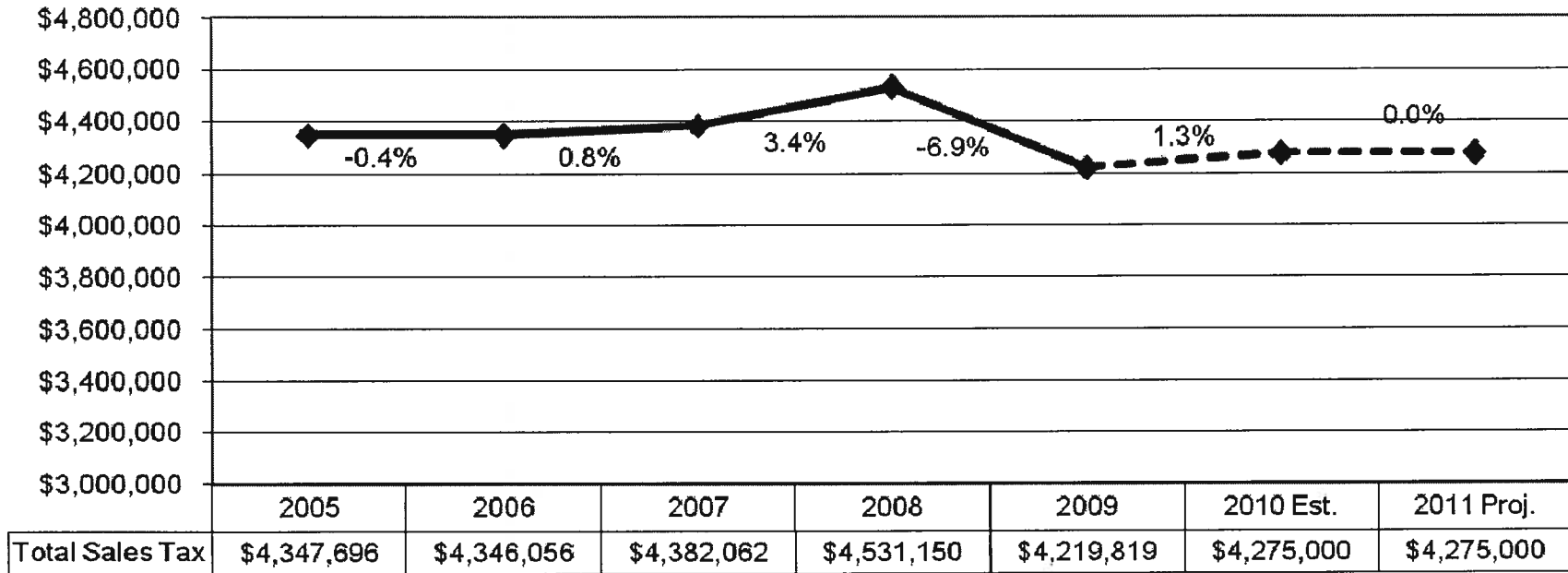
General Fund Property Tax 2005 - 2011 Projected



Note 1: Last mill levy rate increases were in 2008 and 2003.

Note 2: Decrease in 2011 reflects reappraisal and reallocation of property tax to the Bond & Interest Fund to cover debt service for the Series 2009A bonds.

**Total Sales Tax
2005 - 2011 Projected**

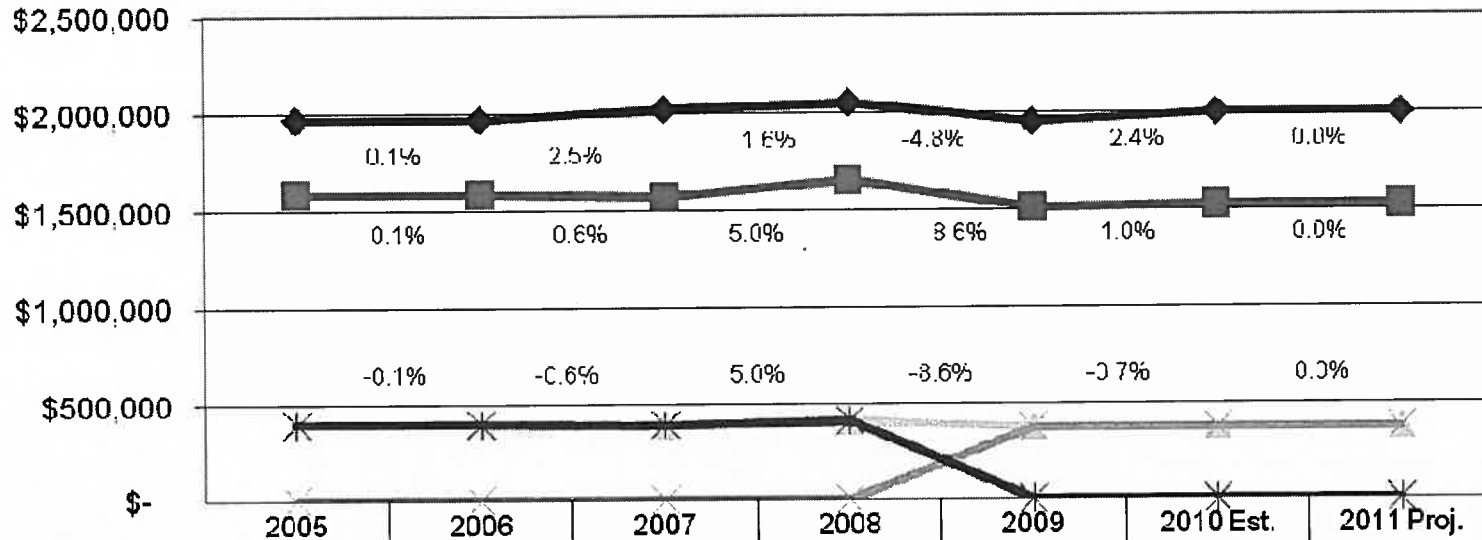


Note: School Sales Tax expired on 12/31/2008 and Jail Sales Tax #2 was effective on 1/1/2009. Both taxes are the same rate, so the effect on revenues was zero.

Increase in 2008 - City's local sales tax and it's share of the County sales taxes were higher in 2008 than in 2007.

Decrease in 2009 - Refunds processed by the State and a change in filing/collection procedures for retailers as well as a decrease due to the economy.

Sales Tax by Type 2005 - 2011 Projected

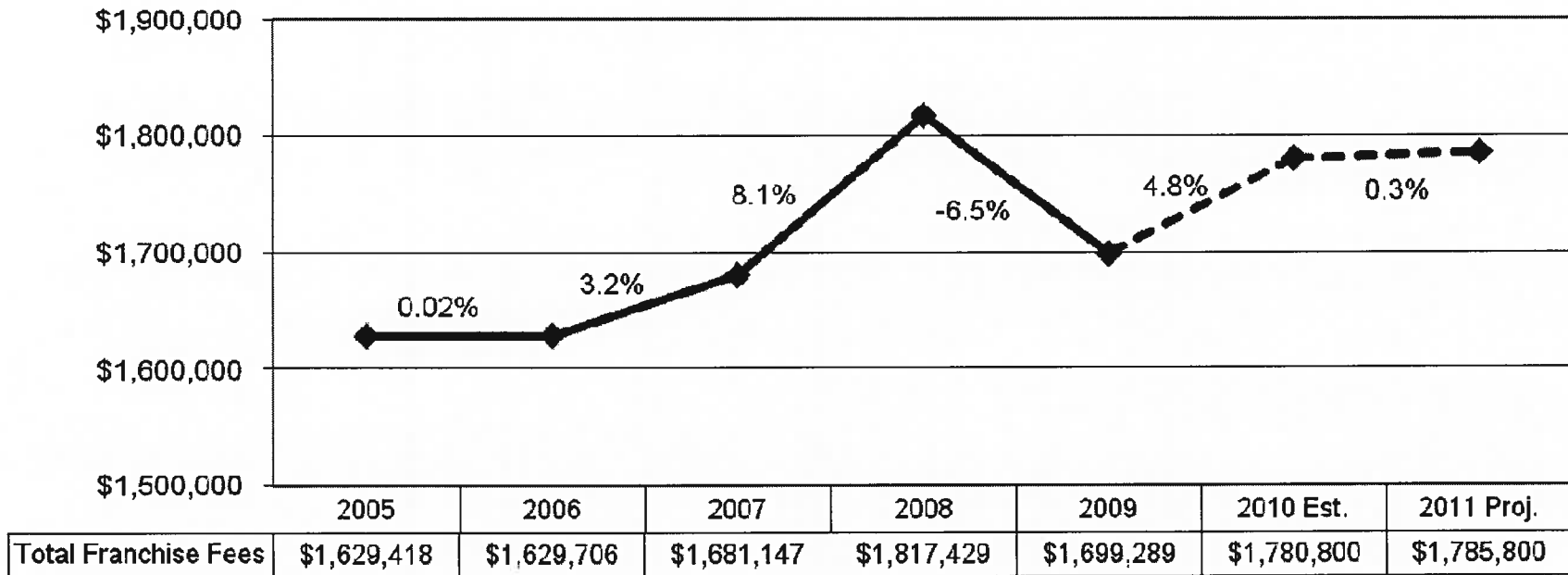


	2005	2006	2007	2008	2009	2010 Est.	2011 Proj.
◆ Local	\$1,970,758	\$1,972,630	\$2,021,732	\$2,053,216	\$1,953,924	\$2,000,000	\$2,000,000
■ County	\$1,584,624	\$1,582,283	\$1,573,552	\$1,651,955	\$1,510,595	\$1,525,000	\$1,525,000
○ County - Jail 1	\$396,157	\$395,571	\$393,389	\$412,990	\$377,650	\$375,000	\$375,000
× County - Jail 2	\$-	\$-	\$-	\$-	\$377,650	\$375,000	\$375,000
× County - School	\$396,157	\$395,571	\$393,389	\$412,990	\$-	\$-	\$-

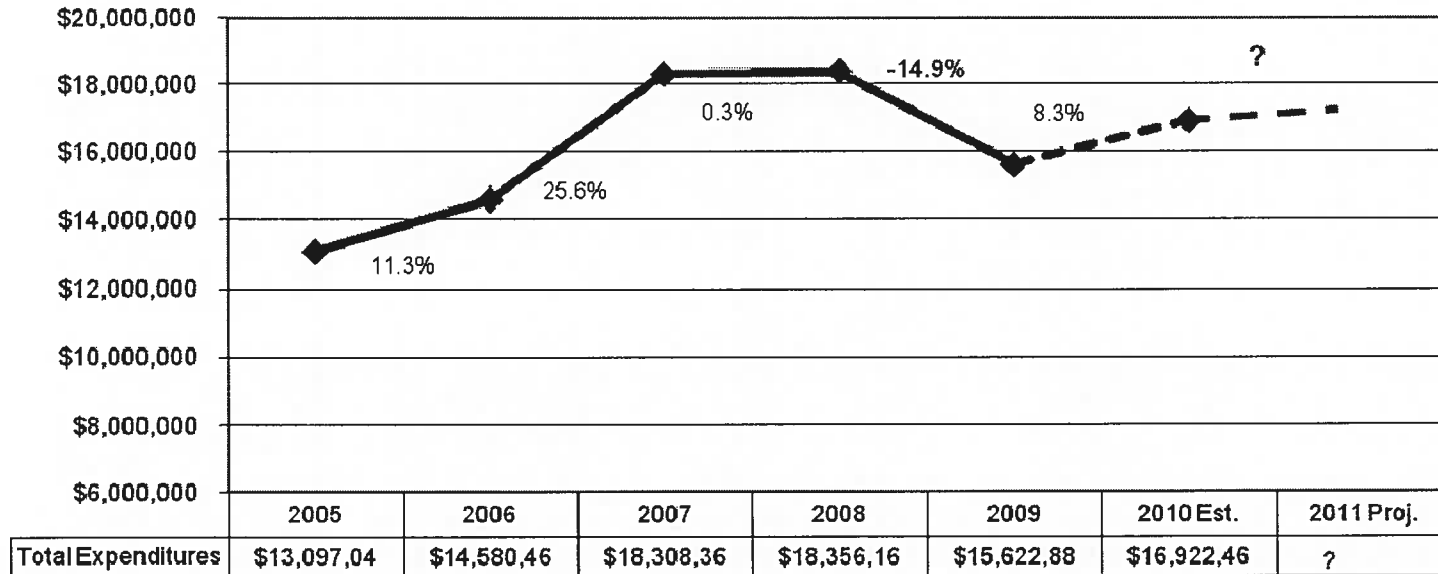
Sales Tax Rate as of 4-1-10:
 5.300% State
 1.000% City
 1.100% County
0.125% Research Triangle *
 7.525% Total

* The City does not receive revenue from this tax.

Total Franchise Fees 2005 - 2011 Projected



Total General Fund Expenditures 2005 - 2010 Estimated



Changes in 2005/2006 and 2006/2007 are related to a significant increase in transfers from the General Fund to other funds, the majority of which are made to the Capital Projects Fund.

The 2007 Transfers to Other Funds included the following besides the transfer to the Capital Projects Fund:

\$1,492,000 to Economic Development Fund

\$ 85,000 to Risk Management Fund

The 2009 expenditures decreased significantly from 2008 due to a decrease in the transfer to the Capital Projects Fund. Stormwater projects in 2009 were funded from the Stormwater Utility Fund instead of the General Fund. Also, a portion of the accumulated capital projects reserve was used to fund non-drainage projects reducing the funding required from the General Fund. The 2009 expenditures also decreased because transfers of the school sales tax revenue are no longer being made to the Economic Development Fund.

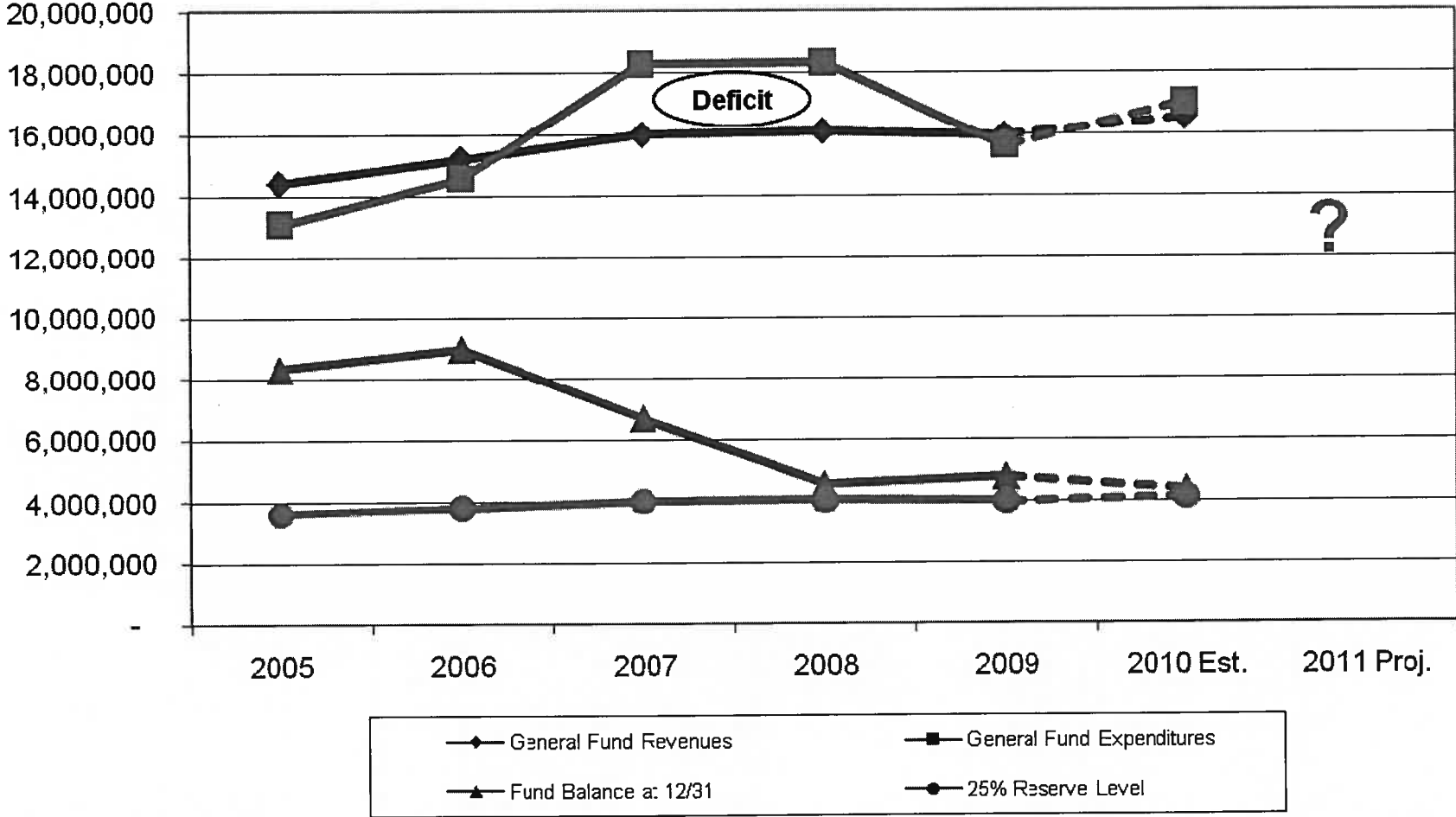
The 2010 expenditures increased due to an increase in the transfer to the Capital Projects Fund since accumulated reserves were used in 2009 to fund projects vs. the transfer from the General Fund.



2011 BUDGET

Gap Discussion

Revenues vs Expenditures 2005 - 2010 Estimate



GAP DISCUSSION

- Preliminary revenue forecast disclaimers
 - Very little 2010 data
 - The State Legislature has not completed the State's 2011 budget
- Revenue Changes from the 2010 Budget
 - Sales Tax – Decrease \$203,000
 - Use Tax – Decrease \$175,000
 - Franchise Fees – Increase \$20,000
 - Mission Hills Contract – Increase \$38,000

GAP DISCUSSION (CON'T.)

- Revenue Changes con't.
 - Interest Revenue – Decrease \$50,000
 - Property Tax
 - The allocation between the General Fund and Bond & Interest fund changed significantly due to the increase in debt service expenditures related to the 2009 bonds and the resulting decrease in the transfer from the General Fund to the Capital Projects Fund.
 - General Fund – Decrease
 - Bond & Interest Fund – Increase
 - Fines – Decrease \$21,000

GAP DISCUSSION (CON'T.)

- Projected range of the 2011 Budget Gap:
 - \$900,000 – \$1.1 million
- Other side of the equation = expenditures
 - Staff is currently working on department expenditure budgets
- Last year's efforts are still paying off today
 - Continue to work with departments, Finance Committee and the Council to close the gap.
 - Big budget questions will be discussed at the May 17th meeting.



NEXT STEPS



- May 17th – 2011 Budget Overview – big budget questions
- June 14th – Operating Budget (special meeting)
- June 21st – CIP Budget
- July 19th – Permission to publish the budget
- August 2nd – Public hearing and adoption of the 2011 Budget



**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
May 3, 2010
7:30 p.m.**

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **PUBLIC PARTICIPATION**
Presentation by sixth grade Prairie Elementary students - Democracy in Action

Request from Christie Development Associates LLC for Economic Development Consideration

V. **CONSENT AGENDA**

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

By Staff:

- 1. Approve Regular Council Meeting Minutes - April 19, 2010
- 2. Ratify the Mayor's appointment of Tim O'Tolle to the Park and Recreation Committee as student representative for a one year term to expire in April, 2011
- 3. Approve one VillageFest contract.
- 4. Approve the purchase of a replacement pickup truck from Shawnee Mission Ford for \$24,925.00 and the disposal of Asset #0927 by auction.

By Committee:

- 5. Approve the bid of Central Salt LLC for highway rock salt at a cost of \$49.75 per ton delivered (Council Committee of the Whole Minutes - April 19, 2010)

VI. **MAYOR'S REPORT**

Oath of Office

VII. **COMMITTEE REPORT**

COU2010-28 Consider approval of a contract with Vanum Construction Co. Inc. for Project 190659, Franklin Park Improvements and to Transfer \$500,000 from the 2010 Street Program to Project 190659 - Charles Clark

VIII. **STAFF REPORTS**

IX. **OLD BUSINESS**

X. **NEW BUSINESS**

XI. **ANNOUNCEMENTS**

XII. **ADJOURNMENT**

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

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

White Goss Bowers March Schulte & Weisenfels

a Professional Corporation

816-502-4712

mrussell@whitegoss.com

April 16, 2010

**VIA HAND DELIVERY; VIA FACSIMILE – 913-381-7755 &
VIA ELECTRONIC MAIL (qbennion@pvkansas.com & denslinger@pvkansas.com)**

Mr. Quinn Bennion, City Administrator
Mr. Dennis Enslinger, Assistant City Administrator
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208-4230

**Re: City of Prairie Village, KS (the "City") / Proposed Redevelopment of 5400
West 95th Street, Prairie Village, Kansas**

Dear Sirs:

As you know, our firm represents Christie Development Associates, LLC ("Christie Development") regarding its proposed redevelopment of the vacant building located at 5400 West 95th Street, Prairie Village, Kansas in the Meadowbrook Shopping Center (the "Property"). The Property was formerly known as the Tien Tien Restaurant.

As we have discussed, the proposed redevelopment of the Property consists of a complete exterior and interior renovation of the Property, which will include, among other improvements, construction of a new parking lot, sidewalks, landscaping, an outdoor patio dining area, and new building exterior finish (the "Redevelopment Project"). My client has secured a commitment from a successful national sit-down restaurant chain to operate at this location if the Redevelopment Project can be successfully completed.

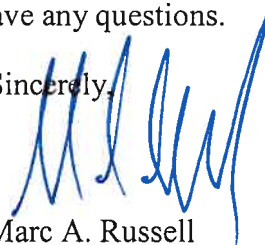
We greatly appreciate our recent discussions and the thoughts and feedback provided by Mr. Enslinger and City staff regarding the proposed Redevelopment Project. Based on these conversations, it is clear that the City and my client understand the current distressed condition of the Property and share an interest in successfully redeveloping the Property.

We are hereby requesting the opportunity to further discuss the Redevelopment Project and explore economic incentive opportunities that might exist with the City Council and the Mayor at the City Council Committee Meeting scheduled for 6:00 p.m. on Monday, April 19, 2010. We appreciate your consideration of our request and look forward to hearing from you.

Mr. Quinn Bennion, City Administrator
Mr. Dennis Enslinger, Assistant City Administrator
April 16, 2010
Page 2

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

Sincerely,



Marc A. Russell

MAR:jjw

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

May 3, 2010

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
April 19, 2010**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 19, 2010, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, David Morrison and David Belz.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

The presentation of flags was done by Boy Scouts from Troop 98 led by Eagle Scout Duncan MacLachlan. Mayor Shaffer led all those present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Mayor Shaffer thanked the Boy Scouts from Troop 98 for attending and taking part in the meeting. He also acknowledged the presence of several Rockhurst High School students attending the meeting for their American Government class.

No one addressed the Council.

CONSENT AGENDA

Michael Kelly moved the approval of the Consent Agenda for Monday, April 19, 2010.

1. Approve Regular Council Meeting Minutes - April 5, 2010
2. Approve Claims Ordinance 2870
3. Approve the following VillageFest 2010 Contracts:
 - Chris Cakes
 - Scott Klamm
 - All Seasons Party & Tent Rental
 - Rolland Love
4. Ratify the Mayor's reappointment of the following individuals:

ADA Advisory Committee	Gary Groening	4/2013
ADA Advisory Committee	Michele Ohmes	4/2013
ADA Advisory Committee	Jon & Kim Ratliff	4/2013
ADA Advisory Committee	Arlene VanBebber	4/2013
ADA Advisory Committee	Martha Wyrsh	4/2013
Animal Control Board	Dan Andersen	4/2014
Animal Control Board	Emily Gleasure	4/2014
Animal Control Board	Michelle McElroy	4/2014
Board of Code Appeals	Tom Brown	4/2015
Board of Zoning Appeals/PC	Randy Kronblad	4/2013
Board of Zoning Appeals/PC	Dirk Schafer	4/2013
Civil Service Commission	David Lillard	4/2013
Communications Committee	Dirk Wright	4/2013
Environment/Recycle	Deborah English	4/2013
Environment/Recycle	Linda Smith	4/2013
Environment/Recycle	Polly Swafford	4/2013
Park & Recreation	Dan Searles	4/2013
Park & Recreation	Kathy Peterson	4/2013
Prairie Village Arts Council	Shelly Trewolla	4/2013
Prairie Village Arts Council	Angi Jones	4/2013
Sister City Committee	James Hohensee	4/2013
Sister City Committee	Bob McGowan	4/2013
Sister City Committee	Vera Glywa	4/2013
Sister City Committee	Rod Atteberry	4/2013
Tree Board	Luci Mitchell	4/2013
Tree Board	Clifford Wormcke	4/2013
Tree Board	Anthony Rostberg	4/2013

A roll call vote was taken with the following members voting "aye":

Herrera, Noll, Kelly, Wang, Wassmer, Beckerman, Morrison and Belz.

MAYOR'S REPORT

Mayor Shaffer reviewed the several activities and events he attended during the past weeks representing the City including the Brighton Gardens 5K and car event on Saturday, the Earth Day Celebration at Shawnee Mission East, a ribbon cutting ceremony for Roe Avenue Improvements and events for the Dolyna Mayor's visit.

Chris Engel reported that the Dolyna delegation returned home safely. They are considering holding an art exhibit featuring Prairie Village artists similar to the current display at the Municipal Building of art from Dolyna. Laura Wassmer explained to those present that Dolyna, Ukraine is the City's sister city and noted there have been several visits made between cities.

Mayor Shaffer congratulated Council members Dale Warman, Steve Noll, Michael Kelly, Laura Wassmer, Charles Clark and David Belz on their re-election for another term and administered the oath of office to Steve Noll, Michael Kelly, Laura Wassmer and David Belz.

Mayor Shaffer then presented Council Checks in the amount of \$1 to all Council members for the past year of service with Council President Michael Kelly giving Mayor Shaffer his check.

Mayor Shaffer called upon Chief Wes Jordan for recognition of the 2010 graduates of the Citizens Police Academy. Chief Jordan stated the Citizen's Police Academy began in 1996. Members of the 2010 class include: David Belz, Michelle Eckman, Benjamin and Marina Eukel, Becky Gertzen, David and Katie

Logan, Luci Mitchell, Sharon Paton, Marie Ramirez, David Spaw and Madison Stock. The class selected David Belz to speak on their behalf.

Mr. Belz stated the class was informative, exciting, entertaining and brings a heightened view of the work of the City's police department. This was magnified for this class when a Prairie Village officer was involved in a shooting, a week after the class experienced the simulation exercises. The level of commitment officers make to the City on a daily basis became clear, as well as the training they undertake for their positions. Mr. Belz thanked the department for offering the class and encouraged anyone who has not attended the academy to do so.

Mayor Shaffer assisted Chief Jordan in the distribution of Certificates of completion to the class members.

COMMITTEE REPORTS

Council Committee of the Whole

COU2010-20 Consider approval of the insurance renewal policy and rates with Travelers and Argonaut for the upcoming coverage year.

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve renewal of insurance policies and rates with Travelers Insurance for property coverage and Argonaut for liability/worker's compensation coverage from May, 2010 to May, 2011 at a renewal rate not to exceed \$273,416. The motion was seconded by Laura Wassmer and passed by a majority vote with Dale Beckerman abstaining.

COU2010-21 Consider approval of a resolution setting the date for a public hearing to establish a Community Improvement District at Village Shops.

On behalf of the Council Committee of the whole, Michael Kelly moved the Governing Body approve Resolution 2010-07 providing for notice of a public hearing concerning the creation of a Community Improvement District within the City and declaring the intent of the City to levy a Community Improvement District Sales Tax pursuant to K.S.A. 12-6a26 ET SEQ., as amended (Prairie Village Community Improvement District). The motion was seconded by Laura Wassmer and passed unanimously.

COU2010-22 Consider approval of a resolution setting the date for a public hearing to establish a Community Improvement District at Corinth Square Shopping Center.

On behalf of the Council Committee of the whole, Michael Kelly moved the Governing Body approve Resolution 2010-08 providing for notice of a public hearing concerning the creation of a Community Improvement District within the City and declaring the intent of the City to levy a Community Improvement District Sales Tax pursuant to K.S.A. 12-6a26 ET SEQ., as amended (Corinth Square Community Improvement District). The motion was seconded by Laura Wassmer and passed unanimously.

COU2010-24 Consider approval of an application funding agreement for a Community Improvement District at Village Shops

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the Application Funding Agreement for a Community Improvement District with PV Retail Partners, LLC at the Village Shops. The motion was seconded by Al Herrera and passed unanimously.

COU2010-26 Consider approval of an application funding agreement for a Community Improvement District at Corinth Square Shopping Center

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the Application Funding Agreement for a Community Improvement District with PV Retail Partners, LLC. at the Corinth Square Shopping Center The motion was seconded by Laura Wassmer and passed unanimously.

COU2010-23 Consider approval of a contract with Miller Paving for the 2010 Concrete Repair Program

On behalf of the Council Committee of the whole, Michael Kelly moved the Governing Body approve a construction contract in the amount of \$630,000 to Miller Paving for Project 191024: 2010 Concrete Repair Program. The motion was seconded by David Belz and passed unanimously.

COU2010-16 Consider Resolution establishing the Nall Avenue Improvement Design Concept and providing for the reimbursement of the cost of the improvements

On behalf of the Council Committee of the whole, Michael Kelly moved the Governing Body adopt Resolution 2010-06 establishing the Nall Avenue Improvement Design Concept, for future improvements to Nall Avenue between 63rd and 67th Street, within the City of Prairie Village and providing for reimbursement of the improvements. The motion was seconded by Dale Beckerman and passed by a majority vote with David Morrison voting "nay".

STAFF REPORTS

Administration

- Karen Kindle distributed the 2011 budget calendar and reminded Council members of the Special budget work session on Monday, June 14th.

- Dennis Enslinger reported the Large Item Pick-up will be held this Saturday as well as an e-recycling event.
- Solid Waste Changes will begin on Monday, May 3rd. The city has received several calls from residents. He noted although the new containers have been distributed, it would be best to wait until May 3rd to use them.
- Mr. Enslinger advised the Council he will be bringing forth a code enforcement property on Reinhardt for consideration at the next meeting; but announced the earlier property at 7578 High Drive has been repaired and sold.
- Chris Engel announced the City received word that additional CDBG funds have become available and the city's earlier award of \$150,000 for improvements on 75th Place has been increased to \$175,000.
- Quinn Bennion reminded Council of the special meeting on Monday, April 26th at 6 p.m. to complete discussions from the February Council Worksession.
- Mr. Bennion asked Council members who have not yet scheduled their individual meetings on the 2011 budget to do so. They will be conducted over the next few weeks.

Public Works

- Keith Bredehoeft reported the City will be receiving bids for the Franklin Park improvements this week - 19 contractors picked up plans
- Mr. Bredehoeft thanked the more than 50 scouts who celebrated the 100th Anniversary of Boy Scouts on April 10th by working in City parks. They accomplished in that day, work that would have taken regular parks crews days to complete.
- The 2010 Bond projects are moving along well - two streets have already been completed.
- Staff continue to research ways to address the leak in the pool diving well.

Public Safety

- Chief Jordan reported that last Saturday the Police and Fire Departments participated in a very successful block party for the 75th Place neighborhood
- The 5K run at the Prairie Village Shopping Center was successful. He noted Homestead is also working with staff on a possible 5K event.
- There is a special school board meeting at Mission Valley Middle School this evening with the Police Department providing security.
- The report/investigation on the "officer involved shooting" should be completed next week.

OLD BUSINESS

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

NEW BUSINESS

Election of Council President

Michael Kelly nominated Charles Clark to serve as Council President for the coming year. The motion was seconded by Dale Beckerman and passed unanimously. Mayor Shaffer and the Council thanked Mr. Kelly for his leadership and service as Council President during the past year.

Meadowbrook Golf

Al Herrera asked what staff knew about a Meadowbrook golf event. Quinn Bennion responded the Meadowbrook Country Club will be sponsoring the "Prairie Village/Meadowbrook Classic" an open golf tournament that will allow non-member Prairie Village residents to participate. This will be a community event and will showcase the golf course. The event will be held on Wednesday, May 19th. There will be a half-page flyer included in the next Village Voice.

Shawnee Mission East Earth Day

Mr. Herrera noted he saw retail vendors at the event that were not charging sales tax. Dennis Enslinger responded each of the vendors at the event are responsible for their own sales tax.

Commissioner Peterson's Presentation

Mr. Herrera stated he would like to receive more information regarding the emission presentation given by Commissioner Peterson at the Council

Committee of the Whole. He is particularly concerned with what the information is being gathered for and how it will be used.

ANNOUNCEMENTS

Prairie Village Arts Council	04/21/2010	7:00 p.m.
VillageFest Committee	04/22/2010	7:00 p.m.
JazzFest Committee	04/28/2010	6:30 p.m.
Environment/Recycle Committee	04/28/2010	7:00 p.m.
Council Committee of the Whole	05/03/2010	6:00 p.m.
City Council	05/03/2010	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit from Dolyna, Ukraine for the month of April.

Special Council Committee of the Whole meeting on Monday, April 26th at 6 p.m. It will be a follow-up to the February worksession.

Recreation memberships are now for sale in the City Clerk's office. The pool opens on May 29th.

Deffenbaugh will begin delivering the new trash and recycling containers to residents in April in preparation for the changeover in May.

The annual large item pick-up will be held on Saturday, April 24th

An Arbor Day event will be held at Franklin Park on Saturday, May 1st at 10 a.m. honoring Ben Munday.

The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5 each.

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

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:15 p.m.

Joyce Hagen Mundy
City Clerk



MAYOR

Council Meeting Date: May 3, 2010

Consent Agenda Consider appointment to the Park & Recreation Committee

RECOMMENDATION

Mayor Shaffer requests Council ratification of the appointment of Tim O'Tolle to the Park & Recreation Committee as student representative for a one year term to expire in April, 2011.

BACKGROUND

Tim is a Prairie Village resident and active in Boy Scouts. His volunteer application is attached.

ATTACHMENTS

1. Volunteer application

PREPARED BY
Joyce Hagen Mundy
City Clerk

Date: April 21, 2010



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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

Name Tim O'Toole Spouse's Name _____
Address 4610 Homestead Drive P.V., KS Zip 66208 Ward _____
Telephone: Home 913-262-7064 Work _____ Fax _____
E-mail timotoole11@gmail.com Other Number(s): _____
Business Affiliation _____
Business Address _____

What Committee(s) interests you? Park and Recreation

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

I am 14 years old and have lived in Prairie Village all my life. I am active in Boy Scout Troop 91, love sports, and put in a great amount of effort into my school work. I would like to be on the Park and Recreation Committee because I am fascinated by how the government works and would like to see how a committee is run.

Thank you for your interest in serving our community.



VILLAGEFEST COMMITTEE

Council Meeting Date: May 3, 2010

CONSENT AGENDA: Consider Approval of VillageFest Contracts

RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2010.

Eric Price	Magician	\$300
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FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk
April 28, 2010

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 9th day of April, 2010, by and between the City of Prairie Village, Kansas (hereinafter the "City") and Eric Price, (hereinafter the "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2010; 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:

Strolling Magician

3. Hours of Operation: The Vendor shall provide services to the general public from 11:30 a.m. to 1:00 p.m. on July 4, 2010.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2010 for set-up from 7:00 a.m. to 9:00 a.m. and breakdown after 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish the City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$300, to be paid on or before July 4, 2010 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as an additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 21, 2010.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidenced by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By  _____
(signed)

Eric Price

(typed name)

Owner

(typed title)

Magic At Hand

(typed company name)

604 W 91 Terr.

(typed address)

K.C., MO. 64114

(typed city, state, zip)

913-461-5332

(typed telephone number)

4-9-10

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan



PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 3, 2010

CONSENT AGENDA: CONSIDER PURCHASE OF REPLACEMENT PICKUP TRUCK AND DISPOSAL OF ASSET #0927 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement pickup truck from Shawnee Mission Ford for \$24,925.00 and the disposal of Asset #0927 by auction.

BACKGROUND

The 2010 Public Works Operating Budget provides for the replacement of Asset #0927, a Ford pickup truck. Staff proposes to purchase the replacement pickup truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Council.

FUNDING SOURCE

The 2010 Public Works Operating Budget has a line item of \$25,000.00 for this purchase.

RELATION TO VILLAGE VISION

- CCS2a. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters, picnic facilities, athletic fields, etc.*
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

April 29, 2010

COUNCIL COMMITTEE OF THE WHOLE
April 19, 2010

The Council Committee of the Whole met on Monday, April 19, 2010 at 6:00 p.m. The meeting was called to order by Council President Michael Kelly with the following members present: Al Herrera, Steve Noll (arrived at 6:30), Michael Kelly, Laura Wassmer, Dale Beckerman, David Morrison and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

COU2010-18 Consider approval of the insurance renewal policy and rates with Travelers and Argonaut for the upcoming coverage year

Quinn Bennion advised that the City's Insurance Consultant, Cretcher-Heartland, solicited bids for 2010-2011 Property/Casual renewal with coverage beginning May 1st. Quotes were received from the incumbent carriers Great American and Argonaut. The renewal bids represented a decrease of 5% with coverage very similar to the current plan with most of the deductible amounts at \$25,000. The Insurance Committee discussed renewal options on April 12th as well as the opportunity to join KERIT, an insurance trust pool for worker's compensation coverage. The committee determined the insurance pool was not a desired option at this time, but will be seriously considered during next year's renewal.

Mr. Bennion stated the premiums are budgeted in the general fund in 2010 and the renewal amount will be budgeted as part of the 2011 budget process. With the coverage year beginning in May, both budgets are impacted by the renewal amount. He added any deductible amounts will be taken from the insurance reserve fund.

Andrew Wang made the following motion, which was seconded by David Belz and passed unanimously with Dale Beckerman abstaining:

**MOVE THE GOVERNING BODY APPROVE RENEWAL OF
INSURANCE POLICIES AND RATES WITH TRAVELERS
INSURANCE FOR PROPERTY COVERAGE AND ARGONAUT
FOR LIABILITY/WORKER'S COMPENSATION COVERAGE
FROM MAY, 2010 TO MAY, 2011 AT A RENEWAL RATE
NOT TO EXCEED \$273,416.**

**COUNCIL ACTION TAKEN
04/19/2010**

***COU2010-21 Consider approval of a resolution setting the date for a public hearing to establish a Community Improvement District at Village Shops**

***COU2010-22 Consider approval of a resolution setting the date for a public hearing to establish a Community Improvement District at Corinth Shopping Center**

On April 2, 2010, Lane4 Property Group submitted petitions for the establishment of Community Improvement Districts at the Village Shops and at the Cornith Square Shopping Center. The petitions requested a 1% sales tax CID for 22 years at both of the shopping centers. Lane4 Property Group also submitted the necessary application materials as required under the Council Policy CP059 - City Assistance and Redevelopment Projects.

As part of the review process under the CID State Statute provisions, the City is required to pass a resolution setting a public hearing date for consideration of the two CID requests. The resolutions will be published twice in the Legal Record (April 27th and May 4th) and the property owners within the district will receive a copy of the resolution.

Katie Logan stated she has prepared two separate resolutions as separate applications were submitted. The proposed date for the public hearings is Monday, May 17th, at 7:30 with the second hearing immediately following the first hearing. The hearing is an opportunity for the applicant to make comments and get feedback. The Council could take action on the request that evening; however, Ms Logan stressed the Council is under no obligation to take action that evening. She does not feel the necessary related agreements will be completed by May 17th.

Dale Beckerman made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE RESOLUTION 2010-07
SETTING THE DATE FOR A PUBLIC HEARING TO ESTABLISH A
COMMUNITY IMPROVEMENT DISTRICT AT THE VILLAGE SHOPS
AND
MOVE THE GOVERNING BODY APPROVE RESOLUTION 2010-08
SETTING THE DATE FOR A PUBLIC HEARING TO ESTABLISH A
COMMUNITY IMPROVEMENT DISTRICT AT CORINTH SHOPPING
CENTER**

**COUNCIL ACTION TAKEN
04/19/2010**

***COU2010-24 Consider approval of an application funding agreement for a Community Improvement District at Village Shops**

***COU2010-26 Consider approval of an application funding agreement for a Community Improvement District at Corinth Shopping Center**

Katie Logan stated Application Funding Agreements are a requirement of the City's adopted policy for economic development funding requests (CP059 - City Assistance and Redevelopment Projects). The agreements outline how fees associated with administrative and professional staff, City's counsel, consultant, and other expenses, which are incurred by the City in review of the submitted applications for public financial assistance are paid by the applicant.

Ms Logan stated the agreements have been reviewed by the attorney for the applicant and accepted with minor revisions that do not impact the terms of the agreements. They have indicated that they will be submitting signed agreements with the required fees.

Dale Beckerman made the following motion, which was seconded by Al Herrera and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE APPLICATION
FUNDING AGREEMENT FOR A COMMUNITY IMPROVEMENT
DISTRICT AT THE VILLAGE SHOPS
AND
MOVE THE GOVERNING BODY APPROVE THE APPLICATION
FUNDING AGREEMENT FOR A COMMUNITY IMPROVEMENT
DISTRICT AT THE CORINTH SQUARE SHOPPING CENTER
COUNCIL ACTION TAKEN
04/19/2010**

**Presentation regarding Johnson County Budget and Initiatives
Commissioner Ed Peterson**

Commissioner Ed Peterson stated he would not be discussing budget issues, but would focus on two county initiatives: Reduction of natural gas emissions and Enhanced Public Transportation Program.

Out of more than eleven million metric tons of GHG emissions currently produced in Johnson County, Prairie Village produces approximately 400,000 tons. The County has set as their goal to reduce emissions by 30 percent by 2020 and by 80 percent by 2050. Growth projections indicate a 50 percent increase in county population by 2050. Charts were distributed showing emissions by City and a breakdown of City emissions by residential, commercial and industrial sectors.

Commissioner Peterson announced that beginning in July, 2010, Johnson County would provide all day weekday. The expansion will allow Route C operating from 135th & Metcalf onto I-35 and into downtown Kansas City, Missouri. 11 new daily trips will be added to the existing 7. Route-H will be entirely reconfigured to operate between 135th & Metcalf Avenue, along Shawnee Mission Parkway and into the Country Club Plaza via 47th Street. The existing 13 routes will be augmented by 9 new trips.

There is currently no JO service on 75th Street. The planned expansion envisions service from 75th Street and Quivira to 75th & Wornall Road in Kansas City, Missouri.

The 75th Street service will have 16 weekday trips, during the morning and afternoon peak periods. The service on 75th Street also creates an important link to the K-10 connector service at Johnson County Community College and the KU Edwards campus.

Through the receipt of a Congestion Mitigation Grant of approximately 1 million dollars operating costs for additional routes will be provided. A second TIGER Grant of \$10 million from the federal stimulus program will provide funding for capital costs. Commissioner Peterson reviewed briefly proposed schedules and routes. It is hopeful that as use demonstrates a need that service can be expanded to include weekends. He thanked the City for its support and asked the Cities help in getting information out to residents on the program and encouraging its use by residents.

Mayor Shaffer noted the April 8th article in the Kansas City STAR on the receipt in the grant and proposed expansion of the transportation program.

Al Herrera asked how the population projections were determined. Mr. Peterson stated they are passed on current growth within the county and added that by 2050 it is anticipated the county will be built out with a population of 750,000.

Mr. Herrera asked how the emission data was going to be used and if fees or charges would be assessed for excess emissions. Commissioner Peterson stated the county's approach is going to be totally educational and seeking voluntary compliance to achieve the desired reduction in the amount of emissions.

David Morrison expressed his total support of the expansion of transportation services along 75th Street.

Michael Kelly stated it is great that residents will have the opportunity to use different modes of transportation. He urged the county to verify the accuracy of the emission figures it was using, noting differing opinions being given on this issue.

Commissioner Peterson thanked the City for its support and the opportunity to talk with them.

***COU2010-23 Consider approval of a contract with Miller Paving for the 2010 Concrete Repair Program**

On April 9, 2010, the City Clerk opened bids for Project 191024, 2010 Concrete Repair Program. This program consists of repairs to deteriorated concrete sidewalk and curb. Location of work includes District #12 (Roe Avenue to Reeds Drive from 67th Street to 71st Street), District #63 (Mission Road to Roe Avenue from 89th Street to 95th Street, and District #53 (Roe Avenue to Nall Avenue from 79th Street 83rd Street). Six bids were received:

Miller Paving	\$523,685.00
McAnany Construction	\$529,200.00
White and Sons	\$548,337.50

Colbalt Construction	\$582,375.00
Freeman Construction	\$598,600.00
O'Donnell & Sons	\$646,232.50
Engineer's Estimate	\$702,250.00

There is \$575,000.00 budgeted in the Capital Infrastructure Program Project 191024 for this project and the contract will be awarded for that amount. Keith Bredehoeft noted Miller has done some gas line work in the City, which has not been up to standard; however, four cities were contacted for references regarding concrete projects and all were favorable. The city will continue to monitor their gas line work.

David Belz asked if the City would continue to do work until all the funds were spent. Mr. Bredehoeft responded additional work has been identified and may be done; he does not know that all of the funds will be spent. Mr. Belz expressed concern that the contractor, knowing the contract includes additional funds will submit change orders to get the additional payment. Mr. Bredehoeft responded the items bid were estimated quantities and noted the engineer's estimate for the project was higher than the bid amount. Quinn Bennion added the bid specifically identifies unit cost per linear foot and that is how the funding will be determined.

Dale Beckerman made the following motion, which was seconded by Al Herrera and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE A CONSTRUCTION
CONTRACT IN THE AMOUNT OF \$630,000 WITH MILLER PAVING
FOR PROJECT 191024: 2010 CONCRETE REPAIR PROGRAM
COUNCIL ACTION TAKEN
04/19/2010**

***COU2010-16 Consider Resolution establishing the Nall Avenue Improvement Design Concept and providing for the reimbursement of the cost of the improvements**

On April 5, 2010, the Council Committee of the Whole discussed the request by the City of Mission to change Nall Avenue from a four lane to a three lane section between 63rd and 67th Street in Prairie Village. Mr. Bredehoeft stated he felt there are two primary considerations for this action. First, will the existing traffic count be accommodated by the reduced lanes and secondly, will it be possible to make the roadway revisions throughout the length of the road. The study by TranSystems showed the new design can handle the existing traffic volume and that there are no physical constraints impacting the proposed change. The traffic on Nall south of 75th Street is greater than that north of 75th Street. Mr. Bredehoeft stated he had met twice with representatives of Overland Park and they also have confirmed traffic volumes within their city could be accommodated by the proposed change.

Reports from two public meetings held reflected support from the area residents. The Countryside East Homes Association Board submitted a resolution to the City in support

of the proposed change. The cost estimates for the work were presented and funding assistance from the City of Mission was reviewed.

Keith Bredehoeft stated the next step after the adoption of the resolution would be entering into an interlocal agreement with the City of Mission.

Dale Beckerman made the following motion, which was seconded by David Belz and passed by a majority vote with David Morrison voting "nay".

**MOVED THE GOVERNING BODY ADOPT RESOLUTION 2010-06
ESTABLISHING THE NALL AVENUE IMPROVEMENT DESIGN
CONCEPT, FOR FUTURE IMPROVEMENTS TO NALL AVENUE
BETWEEN 63RD AND 67TH STREET, WITHIN THE CITY OF
PRAIRIE VILLAGE AND PROVIDING FOR REIMBURSEMENT OF
THE IMPROVEMENTS**

**COUNCIL ACTION TAKEN
04/19/2010**

COU2010-27 Consider Bid Award for Highway Rock Salt

Keith Bredehoeft reported advertised bids were opened on March 26, 2010 by the City Clerk for the annual bid for highway rock salt use for snow/ice control. Two bids were received:

Central Salt, L.L.C.	\$49.75 per ton delivered
Independent Salt	\$52.67 per ton delivered

The bid price for 2008 was \$48.10 per ton delivered. It is anticipated that up to 2000 tons of salt will be purchased under this bid for a total cost of \$99,500.00 for the 2010/2011 storm season. Mr. Bredehoeft stated funding is available in the 2010 Public Works Operating Budget

Dale Beckerman asked how much salt was used during the past season. Mr. Bredehoeft responded 19,022 tons.

Dale Beckerman made the following motion, which was seconded by Al Herrera and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE BID OF CENTRAL
SALT, L.L.C. FOR HIGHWAY ROCK SALT AT A COST OF \$49.75
PER TON DELIVERED**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Executive Session

Andrew Wang moved pursuant to KSA 74-4319 (b) (2) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 45 minutes for the purpose of consulting with the City Attorney on a matters which are privileged in the attorney-client relationship. Present will be the Mayor, City Council, City Administrator, Assistant City Administrator and City Attorney. The motion was seconded by Al Herrera and passed unanimously.

Andrew Wang moved to reconvene the Council Committee of the Whole at 7:20 p.m.. The motion was seconded by David Morrison and passed unanimously.

Adjournment

Council President Michael Kelly adjourned the formal Council Committee of the Whole meeting at 7:30 p.m.

Michael Kelly
Council President

MAYOR'S ANNOUNCEMENTS
May 3, 2010

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	05/04/2010	6:30 p.m.
Planning Commission	05/04/2010	7:00 p.m.
Sister City Committee	05/10/2010	7:00 p.m.
Communications Committee	05/11/2010	5:30 p.m.
Parks & Recreation Committee	05/12/2010	7:00 p.m.
Council Committee of the Whole	05/17/2010	6:00 p.m.
City Council	05/17/2010	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Rod Atteberry and Otto Miller in the R. G. Endres Gallery for the month of May. The reception will be held on May 14th from 6:30 - 7:30 pm.

Recreation memberships are now for sale in the City Clerk's office. The pool opens on May 29th.

The City offices will be closed Monday, May 31st in observance of Memorial Day. Deffenbaugh also observes this holiday and trash/recycling pick-up will be delayed one day.

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

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

INFORMATIONAL ITEMS
May 3, 2010

1. Board of Zoning Appeals Agenda - May 4, 2010
2. Planning Commission Agenda - May 4, 2010
3. JazzFest Committee Minutes - March 15, 2010
4. Arts Council Minutes - February 17, 2010
5. Arts Council Minutes - March 17, 2010
6. Park and Recreation Committee Minutes - April 14, 2010
7. Tree Board Minutes - March 3, 2010
8. Tree Board Minutes - April 7, 2010
9. Environmental Committee Minutes - February 24, 2010
10. Environmental Committee Minutes - March 24, 2010
11. State of the Arts Sub-Committee Minutes - February 10, 2010
12. State of the Arts Sub-Committee Minutes - March 10, 2010
13. Mark Your Calendars
14. Committee Agenda

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
TUESDAY, MAY 4, 2010
6:30 P.M.
Council Chambers**

- I. ROLL CALL

- II. APPROVAL OF MINUTES - April 6, 2010

- III. ACTION ITEM
BZA2010-03 Request for a Variance from P.V.M.C. 19.06.035
construct an equipment compound enclosure
at 3921 West 63rd Street
Applicant: Selective Site Consultants
For Verizon Wireless

- IV. NEW BUSINESS

- V. OLD BUSINESS

- VI. ADJOURNMENT

If you can not be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, MAY 4, 2010
Council Chambers
7:00 P. M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - April 6, 2010

III. PUBLIC HEARINGS

PC2010-02 Request for a Conditional Use Permit for
Wind Driven Device
7500 Mission Road - Shawnee Mission East High School
Zoning: R-1a
Applicant: James Lockard, Shawnee Mission Schools

PC2010-03 Special Use Permit for Wireless Communication Facility &
related equipment at
3921 West 63rd Street - Consolidated Fire District #2
Zoning: R-1a
Applicant: Selective Site Consultants
for Verizon Wireless

IV. NON-PUBLIC HEARINGS

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

***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.**

**Jazz Fest Committee
March 15, 2010**

Attending: Dan Andersen, Randy Kronblad, Bess Wallerstein, Chris Huff, Rod Atteberry, Karen Ecton, Jack Shearer, Kyle Kristofer, Donelea Hesse; Walt Vernon and Joyce Hagen Mundy

Approval of Minutes of 03/03/2010

The following corrections were made to the minutes: corrected spelling of "Eldar" & "Helen S. Boylan" on page one and reference under social media should have been "125 friends" not 125 hits. Kyle Kristofer moved to approve the minutes of March 3, 2010 as corrected. The motion was seconded by Randy Kronblad and passed unanimously.

Artist Update

Dan Andersen reported negotiations are continuing with the selected performers. He noted the Kansas City Jazz Orchestra is the most expensive performer. Their contract at \$9,500 requires two 50 minute sets. With the reduction of the event from two days to one day, the question was raised if there is room for two sets by them within the one day schedule. It was also noted performance by the 22 piece orchestra requires a larger stage area than required by the other performers scheduled.

The current tentative schedule being considered allows for a 50 minute set with 30 minutes between sets with the following performers:

9 to 10	Karrin Allyson
8 to 9	Eldar
7 to 8	KC Jazz Orchestra
6 to 7	Dave Basse
5 to 6	Sons of Brazil
4 to 5	Possible Jazz musicians from Dolyana

It was noted this is a full schedule without the second set by the KC Jazz and performances by the SME Jazz and KC Orchestra Youth and factoring setup time. Jack Schearer noted from his experience with Jazz in the Woods, there is generally light turn out during the afternoon performances.

The committee also discussed the need to reduce the budget for the event. Jack and Dan will talk with Jim Mair regarding the possibility of the KC Jazz Orchestra performing only once and a possible reduction in their fee. It was noted if a two day event is held next year, they could be on the schedule for two sets.

Contract Policy

Dan Andersen reported that he and Joyce met with the City Attorney Katie Logan to discuss the processing of contracts. It is her recommendation that all contracts be processed through the Arts Council and not through the City Council. No contracts would be signed without cash on hand, i.e., required deposits for talent, and the contracts would include a cancellation clause allowing for the event to be cancelled if funding is not raised prior to June 15th. The money will go through the City's Municipal Foundation.

Acura and Sabates Sponsor Levels

Dan reported he had secured a \$5,000 commitment from Acura and a \$4,000 commitment from Sabates. He is continuing to negotiate with them and requested committee approval to offer a "event sponsor" to them without food and a silver sponsorship to Sabates. Donelea Hesse moved to authorize Dan Andersen to offer a modified "event sponsorship" to Acura and a "silver sponsorship" to Sabates. The motion was seconded by Chris Huff and passed unanimously.

US Bank has approved a grant of \$1,000 for the event and will be hosting a fund-raising event.

KCH&G in kind Sponsor

Karen Ecton reported she is continuing to work with Kansas City Homes and Gardens on the placement of a 1/6 page ad in their August magazine and a 1/3 page ad in their September issue. Deadlines for submittal of the ad material are May 15th and July 12th. Dan Andersen noted the JAM ad is on the website. Committee members stated this is an excellent ad.

Council Presentation

The Committee will be making a presentation to the City Council on Monday, March 22nd at the Council Committee of the Whole meeting at 6 p.m. All Committee members and supporters of Jazz Fest are urged to attend to show support for this event. There will not be a power point presentation, the Jazz Fest Logo will be display and Council members will receive the following information in advance in their packets: Updated Site Plan, JAM ad, Sponsorship Levels and letters, Proposed Budget and Bios of the artists. The presentation will include the following:

1. Introduction by Michael Kelly
2. Overview & community benefit - Randy Kronblad
3. Update - Daniel Andersen
 1. Proposed Talent line up
 2. Committed sponsors
4. Fundraising - Bess Wallerstein
5. Fundraising party at US Bank - Brian Peters
6. Community involvement - Kathy Peterson
7. City function and liability - Catherine Logan (City Attorney)
8. Wrap up - Randy Kronblad

Next Meeting

The next meeting of Friends of Jazz will be on Wednesday, April 28th at 7 p.m. in the Council Chamber followed by a committee meeting. Sub-committees will meet in the interim and report at the meeting on the 28th.

Adjournment

Donelea Hesse moved for adjournment. The motion was seconded by Rod Atteberry and passed unanimously. The meeting was adjourned at 8:30 p.m.

Prairie Village Arts Council
Wednesday, February 17, 2010
7:00 pm
City Hall Council Chambers

Minutes

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers at City Hall. Members present: Randy Kronblad, Chair, Angi Jones, Shelly Trewolla, Jeff Preuss, Pam Marshall, Jack Shearer, and Bill Rose, Michael Riley, Dan Andersen, Linda Foreman, and Council Liaison, David Morrison. Also present: Dennis Enslinger, City Staff.

Minutes

The Arts Council approved the minutes from January 20, 2010. The minutes were approved with the notation that the donation to the Shooting Stars was \$500 not \$800 as noted in the draft minutes.

Update on Sister City Exhibit

Rod Atteberry, Sister City Committee representative, provided an update regarding the April Exhibit which will feature art from Dolyna, Ukraine.

Financial Report

Dennis Enslinger provided the most recent financial reports for the city funds and the Municipal Foundation funds.

Recent Exhibit/Receptions

February Exhibit - Shawnee Mission School District Exhibit

The attendance for the reception was good and there were a lot of positive comments regarding the exhibit.

March Exhibit/Reception, - Lynne Hodgman, March 12– 6:30 – 8:30 pm. The following Council Members volunteered for the reception: Randy, Jeff, and Dan.

Update on the SOA Event, October 8, 2010

Angie Jones provided a summary of the SOA Subcommittee meeting. The Subcommittee was looking at trying to make a few changes to the event such as having a desert bar, making sure all of the wine was open prior to the event, and setting up two tents, one on the upper terrace and one on the lower terrace.

Update on the Jazz Festival, September 10-11, 2010

Dennis Enslinger went over the expenditures to date. Dan Andersen talked about the sub-committee roster for the event that has been provided to the Arts Council along with the minutes for the last two subcommittee meetings.

The Friday schedule has been set with the KC Jazz Youth Orchestra and the KC Orchestra along with other possible local artists. The budget for talent is more than originally planned, roughly \$50,000 for entertainment expenses. The preliminary costs for the stage will be \$25,000- \$30,000 for a two day event.

Fundraising is going fairly well with \$10,000 secured with two other verbal commitments of approximately \$15,000 and \$5,000. The subcommittee will be presenting to the City Council on March 1st to discuss how the logistics of contracts and how expenditures will be handled.

Randy Kronblad noted that all contracts would need to be approved by the City Council.

David Morrison indicated that the Show Wagon from Kansas City, Missouri was still an option for the performance stage. Dan Andersen noted that some of the talent indicated what type of facilities they needed to perform, so that may be a concern. It was agreed that the Show Wagon probably did not avail itself given the grade issues on site.

The Council discussed a number of the specifics regarding the event including; how large of an area would need to be fenced for the event, the approvals necessary to serve wine and beer in Harmon Park, and necessary revisions to the noise ordinance.

Jack Shearer noted that the subcommittee is working with Jack Stack to provide catering for the VIP tents. There will also be vendors for the event which will sell to public who attend the event. He also noted that he had discussions with both Budweiser and Boulevard Brewery about providing the beer for the event.

Old Business

Prairie Village Arts Show

Angie Jones discussed the idea of hosting a patron's party for the Prairie Village Show. She provided details about the logistics of such an event. After discussing the idea with the Donna Potts, Prairie Village Shops representative, about the idea Donna indicated that it would be up to the Arts Council to coordinate the event.

Given the logistics of such as an event and the complicated site location it would be difficult to put together an event for 2010. Therefore, the Council decided not to pursue this concept. It was decided that this would be a better concept for the 2011 event rather than for 2010.

Angie Jones noted that as an alternate event, Donna Potts would like the Arts Council to host a breakfast for the artists. There was a general discussion about the event and that Chris Cakes might

be the vendor for such an event. Donna suggested Saturday however, the consensus was that Sunday would be a better day. The cost would be roughly \$4 per person.

The Council requested that Donna Potts attend a meeting in either March or April to present the concept.

Discussion about Kacico Dance Performance

Dennis Enslinger indicated that he was requesting the Council discuss the intent of the Arts Council donation of \$500. The consensus of the Council was that it should be a separate event outside of the Villagefest or Prairie Village Art Show.

Selection of Artists for January- June 2011

The selection of artists is schedule for the March Meeting

Dennis Enslinger let the Council know that we have received 2.5 artists submitted for 2011

Photo Contest

Dennis Enslinger presented the entries for the photo contest sponsored by the City to help generate photos for the website and Village Voice. The Council selected the three winners and staff indicated that staff would notify those individuals who submitted applications of the results.

Jazzfest Expenditure

Dan Andersen asked for permission to advertise the Jazzfest event in the Jam, a jazz magazine. He is requesting three color ads for a total of \$1084. Jack Shearer made a motion to approve expenditure in the sum of \$1084 for advertising of the Jazzfest. The expenditure would be taken from the Municipal Foundation account. The motion was seconded by Pam Marshall, and was unanimously approved.

The meeting was adjourned at 8:30 p.m.

Prairie Village Arts Council
Wednesday, March 17, 2010
7:00 pm
City Hall Council Chambers

Minutes

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers at City Hall. Members present: Randy Kronblad, Chair, Jeff Preuss, Jack Shearer, Dan Andersen and Linda Foreman. Staff: Chris Engel. Also Present Donna Potts, PV Merchants.

No Actions were taken because of the lack of a quorum.

Minutes

The Arts Council approved the minutes from February 17, 2010.

Update on Prairie Village Art Show (6/4 – 6/6)

Donna Potts updated the Council on the show and requested PVAC sponsor the same events as years past. The bands this year will be “Private Stock” and “Bad Dads”. She received 150 applications and 104 were accepted. The numbers are down slightly because of competition in St. Louis and Chicago the same weekend. The Brookside Art Show will be April 30 through May 2. There will be advertizing for the event in the KC Star, billboards and t-shirts will once again be available.

This year the Tomahawk Merchants will be sponsoring a ‘Meet the Artists’ Saturday breakfast by Chris Cake’s to drive some foot traffic. There may be an opportunity for PVAC to assist with this event.

On April 15 there will be a preview of local artists at the shops from 6.00 – 8.00. Wine and treats will be available and the event will take place throughout the center to drive people into the various shops. If successful, this event could become a quarterly item.

Financial Report

Chris provided the most recent financial reports for the city funds and the Municipal Foundation.

Recent Exhibit/Receptions

March Exhibit – Lynne Hodgman

Jeff, Dan and Randy attended. There was good feedback and a few pieces sold.

April Exhibit/Reception, - Ukrainian Art, April 9 – 6:00 – 8:30 pm.

Dan shared one of the Dolyna artists will be here from Ukraine with their Mayor. The following Council Members volunteered for the reception: Linda, Randy, Jeff, and Dan.

Update on the SOA Event, October 8, 2010

Randy shared the minutes from the last SOA meeting. Jeff will be working on the website; ‘Save the Date’ cards will be printed and distributed; media coverage will be on TV and in print;

invitations will be printed and distributed by PVAC members. There will be no ice sculpture this year as to not duplicate what was done last year. Dan will be speaking with Bruce Hartman soon about being the juror. Dan pointed out the banners will need to be changed and Fast Signs has done it in the past.

Update on the Jazz Festival, September 11, 2010

Dan reported the event will now be a one day event, September 11th. The budget is ~\$105,000 with talent being the biggest expense and the stage being the second. The event will focus on local artists and all funds will be raised through donations and grants. The City Attorney has been consulted and all contracts can go through PVAC instead of the City Council. Talent will be paid for out of the Municipal Foundation and the contracts have an 'out clause' that allows the contracts nullified if enough money is not raised. Currently there is ~20% of the funding already committed through donations and grants.

Dan stated that it was not necessary to have the Jazzfest minutes included in the PVAC packet since they will be online.

Old Business

Village Voice

The Committee would like a greater presence in the Voice. Chris shared if they were to write an article and get it turned into city staff early enough they would have a pretty good chance of being included in every issue.

Selection of Artists for January- June 2011

The selection of artists is schedule for the April Meeting.

The meeting was adjourned at 8:00 p.m.

PARK AND RECREATION COMMITTEE

April 14, 2010

The Park and Recreation Committee met at 7.00pm. Present and presiding: Diana Ewy Sharp, Chair, Al Herrera, Vice Chair, Diane Mares, Peggy Couch, Ann Bontrager and Jim Bernard, Jr. Staff: Mike Helms, Chris Engel. Also present: Tom Cleary

PUBLIC PARTICIPATION

Resident Tom Cleary appeared to ask the procedure for replacing the Harmon Park tennis courts. He believes they are at the end of their useful life and would like the City to consider getting them redone. Diana will visit with Public Works to discuss getting this item on the long-range CIP.

CONSENT AGENDA

Chris shared comments on the concessions fees that were forwarded by Clarence. Al moved for the approval of the consent agenda as presented. Diane seconded and the motion passed.

REPORTS

Public Works Report

Mike reported the pool leak was still being investigated and more should be known soon. As part of an Eagle Scout project over 70 scouts mulched trees and signs in Porter and Harmon Parks. Jim asked if something about the event could be placed in the next Village Voice.

Recreation Program Report

Chris reported the dive coach has requested an assistant. There is no budget for an additional coach. Nancy Morgan has stepped down as the Synchro coach and her assistant, Melanie Muecke, has been promoted. Franklin Park project bids are due on April 22 and construction should start in mid-May. Animal Control is once again hosting Dog Days in Harmon Park on August 28. Vending machines in the parks were discussed and determined to not be something the committee is interested in at this time.

Parks Master Plan Report

Al asked for there be a ribbon cutting and media exposure when Franklin Park is completed. It was also decided to do a ground-breaking picture at the May meeting in Franklin Park.

Community Center Committee

Jim reported interviews of the 4 firms still in consideration for the feasibility study will be on April 29.

Chairperson's Report

Diana has forwarded the Mayor two candidates for the current committee vacancies; Diane has engaged a student to fill one of the youth openings. El Monte Fountain is working and in the process of being landscaped for a ribbon-cutting on June 19. Meadowbrook is partnering with the City for a resident only golf tournament on May 19 and looking for volunteers. The annual middle-school skate contest is being postponed but will still occur this spring.

NEW BUSINESS

Diane reported she and Dan had presented the PV Merchants with a raffle idea to get people into the shops and the parks but it was rejected. They are now suggesting the committee host an ice cream social

in the park. The committee agreed it sounded like a good idea and Diana asked Diane to prepare a proposed budget. Dan and Al will work on getting the Countryside East budget for their similar event.

INFORMATIONAL ITEMS

The next meeting will be May 12th at 6.00pm in Franklin Park.

Diana Ewy Sharp
Chairperson

TREE BOARD
City of Prairie Village, Kansas

MINUTES

Wednesday - March 3, 2010, 6:00PM Meeting
Public Works - Conference Room
3535 Somerset Drive

Board Members: Jack Lewis, Art Kennedy, Greg VanBooven, Deborah Nixon, Luci Mitchell,

Other Attendees: Keith Bredehoeft, David Morrison

- 1) **Sub-Committee Report**
 - 1.1) **Arboretum Committee**

Update - Art Kennedy - Keith will look into tree plaques and determine where we are at related to marking trees in the parks.
 - 1.2) **Arbor Day-**
 - a) A discussion was held related to the Arbor Day Honoree Nomination. Ben Mundy and Chuck Hitchcock were nominated this year. A discussion took place and Ben Mundy was selected. It was discussed that the plaques could be placed by the existing "Mundy Anniversary" tree in Franklin Park that was planted by the Mundy's in the past. A new tree will still be planted in Franklin Park for the Arbor Day event. The language on the plaque needs to be determined.
 - b) The Arbor Day event will be held on Saturday May 1, 2010 at 10AM. Planning for the event will be ongoing.
- 2) **Old Business**
- 3) **New Business**

A discussion took place about the possibility of removing 3 trees along Roe Avenue in Franklin Park. The removals are necessary due to new angled parking along Roe. Initially the trees were planned to be avoided but additional buffer space was required to better accommodate the angled parking on Roe Avenue. The buffer space will increase visibility for the angled parking. Angled parking is not normal on Roe Avenue so adding this increased visibility makes adding the parking safer. After some discussion it was agreed to move forward with the removals.
- 4) **The next meeting agenda - next meeting will be April 7, 2010.**

TREE BOARD
City of Prairie Village, Kansas

MINUTES

Wednesday - April 7, 2010, 6:00PM Meeting
Public Works - Conference Room
3535 Somerset Drive

Board Members: Art Kennedy, Luci Mitchell, Cliff Wormcke

Other Attendees: Keith Bredehoeft

1) Sub-Committee Report

1.1) Arboretum Committee

Update - Art Kennedy - Keith will look into tree plaques and determine where we are at related to marking trees in the parks. This work will be completed over time but Public Works crews. Also might be a good Eagle Scout Community Service project.

1.2) Arbor Day-

a) The Arbor Day event will be held on Saturday May 1, 2010 at 10AM. The ceremony will be held at the location of the "Munday Anniversary Tree" location. Another tree, a Chinese Fringe Tree, will be planted but no special ceremony will take place at the new tree. The Mayor will be in attendance and will speak. At this time we are not sure if any other Board Members would like to speak. Pictures will be taken and there will be a follow-up article in the Village Voice.

b) The plaque is suggested to say "Munday 50th Anniversary Tree" and will also state Ben's and his wife's name. Keith will contact Powell Gardens to get this plaque made. Keith will also contact Ben to verify the language on the plaque is acceptable.

2) Old Business

3) New Business

3.1) The Tree Board will not have a table at the Earth Day event at Shawnee Mission East High School. It was suggested to provide a tree to be raffled off at the Environmental Committee's table at the event. Lucy volunteered to contact the Environmental Committee to see if they would agree to do this for us. She also will contact Jack for a tree and coordinate its delivery. Thanks Lucy! If Public Works need to assist with delivery of the tree let us know.

3.2) See attached letter from the Arbor Day Foundation designating Prairie Village as a "Tree City USA" community for 2009.

3.3) Keith will get with Jack and Greg on the placement of the trees at the angled parking. Indigo Design suggested 6 October Glory Maples and 6 Shingle Oaks. There is flexibility on the quantity and type of replacement trees. See attached drawing.

4) The next meeting agenda - next meeting will be August 4, 2010. We discussed needing the meet in May but it was decided to not meet until August. This can change if we need it to.

PRAIRIE VILLAGE ENVIRONMENTAL COMMITTEE

February 24, 2010

Linda Smith called the meeting to order at 7:00 p.m. Attending were, Karin McAdams, Thomas O'Brien, Pete Jarchow, Ruth Hopkins, Dennis Enslinger, Polly Swafford, Kathy Riordan, Barbara Brown, Linda Smith, Margaret Goldstein, Deborah English, Mary Helen Korbelik, Kristin Carmody, Penny Mahon, Bob Pierson, and Anne-Marie Hedge. The January minutes were approved.

Upcoming events and needed resources:

- Earth Fair, April 17th
 - A sign-up sheet for volunteers was passed around. It will become firmer next month. So far, jobs include welcome table, poster distribution, dumpster-diving, clean-up and lunch service.
 - Kristin offered to distribute posters to locations in Prairie Village.
- E-recycling, April 24
 - Although Prairie Village is sponsoring, it will take place at Waddell and Reed, Lamar and Shawnee Mission Parkway, because PV has no appropriate location.
 - Time is 8 am to 2 pm. Volunteers will be solicited through the Village Voice and at our next meeting. Jobs include check-in, traffic control and clean-up.
- Composting workshop, April 27
 - To be held at 7 pm at the PV community center. Several people offered to attend and to be at the welcome table, making information about our committee available.
- Village Fest, July 4
 - Deborah reported that we have permission to speak to vendors directly about greening their practices. Most are the same as in previous years.

Subcommittee reports:

- **Streams** – the committee and people from Blue River Watershed met with science teachers at Indian Hills, meeting with some skepticism. At present they are working on a more specific proposal, emphasizing polite plants that will please the neighbors. Blue River will match our funds, making it possible to teach four classes.
- **Forum** – Since the Forum has an established group that works on it (Kathy, Polly, Mary Helen and Margaret Thomas), it was decided that it could be considered a subcommittee. The group voted to continue the Forum, agreeing that it was a highly successful and visible event. Also, KNRC very much wants to continue this event. Kathy has reserved Friendship Hall for October 7. The speaker needs to be chosen by March.

New business:

- **Budget** – Although there is no funding for subcommittees at this time, there could be as much as \$2000 left from the e-recycling, and that can be used for these purposes, although an emphasis on recycling would be desirable.
- **Membership**
 - Linda pointed to the list of events and subcommittees, compared it to the number of currently active members, and noted that more people to help and plan would be a real asset.
 - According to Dennis, there is no exact cap on the number of members allowed on this committee, but it would be good to keep a general number in mind.
 - The official list of committee members is helpful, and Karin will revise the roster to reflect only those names. A separate list can include those who want to be friends of the committee, who are willing to work on specific projects. Dennis will help by contacting the members who are no longer active, inviting them to be considered friends.
 - The steering committee, at its next meeting, will work on a list of guidelines for members and friends.
 - There are currently four vacancies on the member list; two will be filled by active participants who have applied. We can publicize the need for members and for occasional volunteers and friends.

At the next meeting, the speaker will be Ginny Moore.

Thomas O'Brien will lead the meeting, and Linda Smith will take minutes in Karin's absence.

Linda closed the meeting at 8:15.

Respectfully submitted,

Karin McAdams

**PRAIRIE VILLAGE ENVIRONMENTAL COMMITTEE
MEETING MINUTES, MARCH 24, 2010**

Thomas O'Brien called the meeting to order at 7:05p.m. Attending were; Margaret Goldstein, Barbara Brown, Penny Mahon, Polly Stafford, Deb English, Dennis Enslinger, Margaret Thomas, Ruth Hopkins, Cody McLarty, Anne-Marie Hedge, Pete Jarchow and Linda Smith.

Minutes of the February 24th meeting were read and approved with one correction. Bob Pierson's overlooked attendance at that session was entered into the record.

Thomas suggested that we go around the table with membership introductions for the benefit of Cody McLarty, who was new to the group. Cody provided a bit of his own background for us; a Leed Environmental Scientist, Cody lives in Prairie Village with his wife and their young son. He works at Tetrattech where his current assignment is focused on environmental clean-up at the old Sunflower Munitions facility.

Tonight's guest speaker, Ginny Moore, MARC Watershed Program Manager was introduced. Ginny described MARC's efforts at urban watershed protection and the critical role of water quality in their work. She also shared the breadth of their scope. The Kansas City region covers 2 states, 9 counties and 120 cities with a total population of over 2 million. Further complications come as the result of the diverse characters of the water use philosophies in Kansas and Missouri. Kansas is considered a water scarce state while Missouri is water abundant. Very different laws, codes and practices have been developed driven by these distinctions. Another significant contributor to local water quality issues is the antiquated character of the KCMO waste water system that allows storm and wastewater to comingle. However, Ginny said studies on both sides of the state line, show that clean drinking water remains a high priority and that 53% of all Americans worry about polluted water. MARC's ongoing plan to extend the Greenway plan across their entire area of responsibility will meet the objectives of MARC's triple bottom line; people, prosperity and the planet. The Rain Garden program will augment the effectiveness of the Greenway work. Finally, land use remains key and an Army Corps of Engineers study of Brush Creek, due in 2013, will give further direction to the future of clean water for our region.

E-RECYCLING: Dennis Enslinger gave an update on the E-recycling event scheduled for April 24th. More volunteers are needed. In addition to electronic recycling there will be a paper shredding option available.

EARTH FAIR: Posters were distributed to those in attendance and additional volunteer assignments were made. Publicity and volunteer "depth" remain a concern. We still need more tactical info (maps, vendor lists, performance times, sign-up opportunities, etc.) in order to better support our volunteers. A last meeting will be scheduled to discuss particulars with Katie Nixon. Dennis Enslinger

suggested that info on the E-recycling event and the Composting Workshop be given out at the Welcome Table. Margaret Thomas will distribute Earth Fair flyers at the upcoming Farmers Expo in Merriam.

OTHER: It was announced that a wind tower will be raised at SME High School and is expected to generate a modest amount of energy.

Finally, Thomas O'Brien gave a brief re-cap of the Steering Committee's work in defining membership categories and guidelines. More discussion will follow and approval will be asked from the Committee.

Thomas adjourned the meeting at 8:40pm

*Respectfully Submitted,
Alicia Smith*

PRAIRIE VILLAGE ENVIRONMENTAL COMMITTEE

AGENDA

April 28, 2010

Call to order, minutes and financial report

Upcoming events

Earth Care reports

E-Recycling report

Composting workshop report

Reports from subcommittees

Reminder of upcoming speakers

Adjourn

State of the Arts Sub-Committee Meeting February 10, 2010

Angi Jones, Pam Marshall, Randy Kronblad and Shelly Trewolla met on February 10, 2010 at Angi's house. Below are the most recent meeting updates.

Recap from 2009 follow-up notes:

Bar

- Add second bar to lower terrace
- Pre-open wine bottles
- All wines should be in bottles and be kept at/under the bar
- Will need cooler with ice for white wines
- Pre-pour the first 40-50 glasses to reduce lines at the start of event

Layout

- Plan will be to tent both patio/terrace levels – no matter the weather
- Open middle set of doors to create at better flow for attendees
- Considering changing the food table to one large round

Food

- Larger platters to serve more and reduce time replenishing
- Eliminate passed hors d'oeuvre
- Add a coffee and dessert station
- Changed menu; details to come

Music

- Two to three separate musicians strategically placed throughout event

Miscellaneous

- Move prep area to employee lounge
- Request the juror to address the crowd
- Contact media for coverage
- Devise plan to obtain attendee count

2010 Budget

Budget will remain the same as in 2009

List of duties:

- On-line registration (will be Nancy)
 - Need to get rights from Dan
 - On-line form needs to advise artist of their responsibility to drop-off and pick-up the art
- Secure musicians
- Select and purchase wines and other beverages
- Plan menu
- Reserve all rental needs
 - Tents: need two 20X40's or one 40X40
- Confirm juror (and cost)
- Coordinate audio/visual
- PR and announcements
 - Contact media: news channels; KCH&G; Spaces Magazine; Star Magazine; Pitch; Review; Ink;
 - Save the date cards (to be distributed at the Prairie Village Art Show)
 - Add details to PV website and Voice (ask Dennis)
- Book photographer

To do's:

Randy will contact City Works to determine when lower patio work will be done.

Randy will draw up / expand new blueprint

Pam will prepare mock-up of Save the Date Cards

Angi will contact Dennis regarding confirmation (cost) for juror

Angi will make preliminary calls regarding rentals

All will be considering new ideas for centerpiece

Next meeting:

Wednesday, March 10 ~ 7:00 pm at Angi's house

**Please see page three for timeline*

State of the Arts 2010 Timeline

June 18: call for artists

July 30: entry deadline

August 13: jury of art

August 27: notification of acceptance

September 17: deadline for acceptance forms from winners

October 1: deliver of artwork

October 2: hanging of artwork

October 8: reception

October 29: artwork down

November 2: all artwork to be picked up

State of the Arts Sub-Committee Meeting March 10, 2010

Attending: Angi Jones, Randy Kronblad, Shelly Trewolla and Jeffrey Preuss
Below are the meeting updates.

Bruce Hartman from the Nerman Museum of Contemporary Art has been secured as this year's juror. Nancy Yoakum confirmed this in writing on February 10, 2010. *The committee needs to determine what fees were discussed or agreed to for his service.*

It was agreed that the awards played a major roll in the evening's events so it has been decided to repeat the slide show display of art under the tent. We would also ask that Mr. Hartman address the guests.

Communications:

- Jeffrey Preuss agreed to take on the responsibility of the SOTA website updates. *We need to confirm that Nancy Yoakum will handle the entries.*
- "Save the Date" cards will be printed and distributed at the 2010 Prairie Village Art Show.
- The committee will contact the following local media for listings or coverage of the event: KCH&G; Spaces Magazine; Star Magazine; Pitch; Review; Ink; Independent; local television networks.
- Invitations will be printed for mailings and distribution by Arts Council Members.

Randy will contact and book the same photographer we used in years past; Jim Maidendorf. We will ask him to photograph the art for the slide show as well as the reception.

The committee would like to enlist the help of Dan Andersen and Rod Atterbury^{er} for all the lighting and A/V requirements.

Randy will develop and manage the budget. Any and all costs should be reported to him. Currently the budget number will remain the same as in 2009.

The main centerpiece was discussed and currently several ideas are under consideration.

**Council Members
Mark Your Calendars
May 3, 2010**

May 2010	Rod Atteberry and Otto Miller mixed media exhibit in the R. G. Endres Gallery
May 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
May 17	City Council Meeting
May 31	City offices closed in observance of the Memorial Day holiday
June 2010	Marearl Denning photography exhibit in the R. G. Endres Gallery
June 7	City Council Meeting
June 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
June 21	City Council Meeting
July 2010	Ric Cummings photography exhibit in the R. G. Endres Gallery
July 4	VillageFest
July 5	City offices closed in observance of the Independence Day holiday
July 6 (Tuesday)	City Council Meeting
July 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
July 19	City Council Meeting
August 2010	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
August 2	City Council Meeting
August 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
August 16	City Council Meeting
September 2010	Joan Gerding oils exhibit in the R. G. Endres Gallery
September 6	City offices closed in observance of the Labor Day holiday
September 7(Tues.)	City Council Meeting
September 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
September 20	City Council Meeting
October 2010	State of the Arts exhibit in the R. G. Endres Gallery
October 4	City Council Meeting
October 8	Artist reception in the R. G. Endres Gallery 6 - 8 p.m.
October 18	City Council Meeting
November 2010	Mid-America Pastel Society pastels exhibit in the R. G. Endres Gallery
November 1	City Council Meeting
November 12	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
November 15	City Council Meeting
November 25	City offices closed in observance of the Thanksgiving holiday
November 26	City offices closed in observance of the Thanksgiving holiday
December 2010	Marcus Cain mixed media exhibit in the R. G. Endres Gallery
December 6	City Council Meeting
December 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
December 20	City Council Meeting
December 24	City offices closed in observance of the Christmas holiday

ANIMAL CONTROL COMMITTEE

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

COUNCIL COMMITTEE

- COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)
COU2007-35 Consider reactivation of Project 190709: 83rd Street/Delmar Drainage Improvements
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)
COU2008-21 Consider Project 190865:2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83rd Street (assigned 2/26/2008)
COU2008-22 Consider Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)
COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)
COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)
COU2008-100 Consider approval of ordinance affirming City Boundaries (assigned 12/10/2008)
COU2009-03 Consider Project 191023: 2009 Concrete Repair Program (assigned 12/23/2008)
COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)
COU2009-15 Consider Project 190721: 2009 Storm Drainage Repair Program (assigned 1/13/2009)
COU2009-16 Consider Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)
COU2009-17 Consider Project 190877: 2009 CARS, 83rd Street Resurfacing: Roe Avenue to Somerset Drive (assigned 1/13/2009)
COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)
COU2009-63 Consider Project 190866 - 75th Street Paving (assigned 6/10/2009)
COU2009-97 Consider Project 190653 El Monte Fountain Improvements (assigned 10/12/2009)
COU2009-98 Consider Project 190656 Community Center Study (assigned 10/12/2009)
COU2009-100 Consider Project 190728: Prairie Lane Drainage Project (assigned 10/14/2009)
COU2009-111 Consider Project 190653: El Monte Fountain Construction Change Order #1 (assigned 12/1/2009)
COU2009-114 Consider Approval of Council Policy 065 - Employee Service Awards (assigned 12/1/2009)
COU2009-123 Consider Project 190728: Prairie Lane Drainage Project - Engineering Change Order #1 (assigned 12/16/2009)
COU2010-13 Consider Agreement with ACE Pipe Cleaning for Repairs to the Diving Well (assigned 3/10/2010)
COU2010-25 Consider approval to transfer \$19,000 from General Fund contingency to Police Pension Funds to meet the required annual contribution (assigned 4/14/2010)
COU2010-28 Consider approval of contract with Vanum Construction for the renovation of Franklin Park (assigned 4/28/2010)
COU2010-29 Consider request for Alcoholic Beverage Waiver for Harmon Park for Jazz Fest event (assigned 4/28/2010)

PARKS AND RECREATION COMMITTEE

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

PLANNING COMMISSION

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

PRAIRIE VILLAGE ARTS COUNCIL

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