

CITY OF PRAIRIE VILLAGE

March 22, 2010

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

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



March 22, 2010



*City Council
Meeting*



*Dinner will be provided by:
Dragon Inn*

*Chicken with Cashew Nuts
Seasonal Vegetables
Sweet & Sour Pork*

Dessert

**COUNCIL COMMITTEE
March 22, 2010
6:00 p.m.
Council Chambers**

AGENDA

MICHAEL KELLY, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

**Presentation by Lane4 regarding future plans for Village & Corinth
Shops and possible use of CID
Lane4 Group**

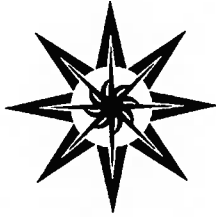
**Update and Presentation by Jazz Fest Committee
Randy Kronblad and Daniel Andersen**

**COU2010-14 Consider Approval of Letter of Understanding with Johnson County for
purchase and implementation of County-wide Emergency Radio
System
Wes Jordan**

**COU2010-12 Consider Approving Plan Changes to City Council Policy: CP055 -
Investment Policy for City Retirement Funds
Charles Clark**

**COU2010-15 Consider Project 190894 - Cambridge Street Design Agreement
Keith Bredehoeft**

***Council Action Requested the same night**



POLICE DEPARTMENT

Council Meeting Date: March 22, 2010

COU: 2010-14 Consider approval of an agreement with Johnson County to allow funding and related improvements to implement a new radio system as part of the county-wide initiative.

RECOMMENDATION

Staff recommends the City Council approve the contractual agreement with Johnson County to allow funding and related improvements to implement a new radio system as part of the county-wide initiative.

COUNCIL ACTION REQUESTED ON: March 22, 2010

SUGGESTED MOTION

I move for approval of the county-wide radio agreement with Johnson County and authorize funding from the Equipment Reserve Fund, as specified, to purchase necessary equipment, installation, and related improvements to construct and operate the Police Department Communications Center.

BACKGROUND

The Prairie Village Police Department has made the decision to transition from the current EDACS radio system to the new county-wide 700 mhz system in 2010 as part of a collaborative effort to enhance public safety service delivery to the citizens of Johnson County by improving cooperation, coordination, and sharing of information between local public safety agencies. The system will allow direct communication between police, fire, medical, and public works departments.

COST BREAKDOWN

<u>COMPONENT</u>	<u>COST</u>	<u>VENDOR</u>
Dispatch Console	\$148,184.16 (reimbursed by 911 Funds)	Commenco (contracted through County)
Grounding Upgrades	\$ 31,517.07	CFE Telecom
Radios - Portable/Mobile	\$340,078.99	Motorola
Mobile Radio Installation	\$ 6,048.00	Ka-Comm
Contingency	\$ 50,000.00	
TOTAL	\$575,828.22	
<i>911 Reimbursement</i>	- \$148,184.16	
<i>*MH Reimbursement</i>	- \$ 52,617.13	
NET TOTAL	\$375,027.00	

FUNDING SOURCE - EQUIPMENT RESERVE FUND

\$250,000	2008 Transfer from General Fund
\$180,000	2009 Transfer from General Fund
<u>\$200,000</u>	2010 Transfer from General Fund
\$630,000	Total PV Funding for Radio System
<u><\$17,256></u>	2009 Expenditure for Microwave Tower
\$612,744	Net Total Funding for Radio System

ATTACHMENTS

1. Copy of proposed Agreement between the Emergency Communication Center (ECC) on behalf of the County Board of Commissioners of Johnson County and the City of Prairie Village;
2. Quote from CFE Telecom, authorized subcontractor of Motorola and Johnson County ECC, for grounding work;
3. Quotes from Motorola (broken down by Police Department and Public Works) for radio equipment, and
4. Quote from KA-Comm for equipment installation.

PREPARED BY

Kyle Shipps
Technical Operations Officer
Date: March 18, 2010

AGREEMENT

This Agreement, made this _____ day of _____, 2010, is entered into by and between the Emergency Communication Center acting on behalf of the Board of County Commissioners of Johnson County, Kansas ("County") and the City of Prairie Village, Kansas ("City").

RECITALS

- A.** County adopted Resolution 049-07 on July 26, 2007, to provide for the operation and usage of a county-wide communications system, which was to make available voice and data communications services throughout the county to public safety and other local government agencies, without charge.
- B.** The County has now constructed a 700/800 MHz communications system which includes all necessary radio towers, transmitters, antennas, switches, controllers, relays, data lines, and other components of the contemplated county-wide radio system infrastructure ("Communications System").
- C.** At the time of the adoption of County Resolution 049-07, it was the County's intention to construct and operate the Communications System for the mutual benefit of the County and any public safety or governmental agency that desired to access to and use of the Communications System without the need for any formal agreements relating thereto, but the City desires to memorialize the County's commitment to providing the services set forth in such Resolution.

NOW, THEREFORE, to memorialize the County's and City's intentions and obligations, the County and City hereby agree as follows:

AGREEMENT

1. The County shall provide, at no cost to the City, access to and usage of the Communications System for the City's emergency and public services.
2. The County intends for the Communications System to be available for the City's use at all times and the County agrees to maintain and keep in good repair the Communications System to avoid unnecessary or unreasonable service outages.
3. The City acknowledges that the City, while relying upon the Communications System, intends to operate and be responsible for its own dispatching equipment and dispatching personnel which the City agrees shall not be allowed to interfere with the operation of the Communications System.
4. The County has, under County Resolution 049-07, committed to a long-term operation of the Communications System and has expended considerable funds to construct and operate the Communications System which is currently being used by the County and other municipalities. In the unlikely event the County determines it is no longer willing or able to

make the Communications System available to the City, the County shall give the City notice not less than one year prior to terminating such service in order to allow the City to arrange for a suitable alternative voice and data communication system.

5. The City shall not be required to contribute towards the cost of the Communications System and the County expressly agrees to be responsible for the all of the costs associated with the Communications System. The City shall be responsible for the costs of any equipment or supplies obtained by the City in the conduct of its municipal operations.

The parties have caused this Amendment to be executed by properly authorized signatories as of the date and year first above written.

Emergency Communication Center

City of Prairie Village, Kansas

Walt Way, Director

Approved as to Form:

Approved as to Form:

Robert Ford
Assistant County Counselor

Catherine Logan
City Attorney

QUOTE #2

Project:	Prairie Village Dispatch
State/County/city:	Kansas
Date:	1/22/2010
Prepared by:	Dale Shumaker 512-415-1862



CFE TELECOM

Scope of Work

- 1 SSGB in Communication Room
- 2 Dispatch Positions within 40' (#2 conductor) of the SSGB
- SSGB connected to Telco Romm MGB (~85ft)
- SSGB connected to Electrical Room MGB (>100ft = 3/0 Insulated Stranded)
- Replace #8 ground from antenna to Telco Room with #2 Coated.
- Install TVSS Surge Suppresion on both Electrical service entrances and before UPS unit in Communication Room
- upgrade Communication Room Grounding
- upgrade Telco Room Grounding
- Site Visit to gather necessary information for CD's
- 1 set of construction Drawings for Permitting

Construction	Unit	Unit Cost	Number	Total
12" Ground Bar on Insulators	Each	\$98.18	2 \$	196.37
24" Ground Bar on Insulators	Each	\$153.46	3 \$	460.39
#2 Green Stranded	LF	\$2.11	400 \$	844.88
3/0 Insulated Stranded	LF	\$4.46	120 \$	534.65
Burdny Connections	Each	\$4.62	30 \$	138.61
2-hole Lugs	Each	\$4.62	50 \$	231.02
Electrical Labor	hour	\$100.00	123 \$	12,300.00
Chem Rod - K2L-20CS	Each	\$2,308.57	1 \$	2,308.57
TVSS Surge Supresion Type 1	Each	\$2,722.75	1 \$	2,722.75
TVSS Surge Supresion Type 2	Each	\$1,938.93	2 \$	3,877.86
PM	day	\$1,000.00	4	\$4,000.00
Sub Total				\$27,615.10
Engineering				
Site Design visit	Each	\$622.57	1	\$622.57
Construction design drawings	Each	\$3,279.40	1	\$3,279.40

Total \$31,517.07

Assumptions:
No premitting required.



9401 Indian Creek Pkwy, Suite 560
Overland Park, KS 66210

Quotation

Prepared By: Linda Harmon
Account Manager: Linda Harmon

Phone: (816) 734-0544
Fax: (816) 734-0534

Date: 3/16/2010
B&Q #: 21810
Email: Linda.Harmon@motorola.com

PREPARED FOR : Kyle Shipps	Bill To : Please Advise	Ship to : Please Advise
COMPANY : Prairie Village Police Department	Address:	Address:
PHONE :		
EMAIL :		

XTL2500 Dash Mount Radio		List Price	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
M21URM9PW1 N	XTL 2500 764-870MHZ, 10-35W	\$ 1,497.00	27.5%	\$ 1,085.33	10.9%	967.02	21	20,307.52
G806	ENH: SOFTWARE ASTRO DIGITAL CAI	\$ 515.00	27.5%	\$ 373.38	10.9%	332.68	21	6,986.22
G51	ENH: SOFTWARE SMARTZONE/SINGLE TONE	\$ 975.00	27.5%	\$ 706.88	10.9%	629.83	21	13,226.34
G361	APCO 25 Trunking	\$ 300.00	27.5%	\$ 217.50	10.9%	193.79	21	4,069.64
G996	ENH: OVER THE AIR PROGRAMMING	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	21	1,356.55
W947	ADD: RS232 & IV&D PACKET DATA INTER	\$ 200.00	27.5%	\$ 145.00	10.9%	129.20	21	2,713.10
W484	ALT: ANTENNA 3DB GAIN 764-870MMZ	\$38.00	27.5%	\$ 27.55	10.9%	24.55	21	515.49
G444	ADD: CONTROL HEAD SOFTWARE	\$ -	27.5%	\$ -	10.9%	0.00	21	-
G442	ADD: XTL2500 CONTROL HEAD	\$ 292.00	27.5%	\$ 211.70	10.9%	188.62	21	3,961.12
G66	ADD: DASH MOUNT	\$ 125.00	27.5%	\$ 90.63	10.9%	80.75	21	1,695.68
B18	ADD: AUXILARY SPEAKER 5 WATT	\$ 50.00	27.5%	\$ 36.25	10.9%	32.30	21	678.27
G193	ADD: ADP SOFTWARE DSP BASED CRYPTO	\$ 10.00	27.5%	\$ 7.25	10.9%	6.46	21	135.65
W22	ADD: STANDARD PALM MICROPHONE	\$72.00	27.5%	\$ 52.20	10.9%	46.51	21	976.71
G114	ENHANCED DIGITAL ID DISPLAY	\$75.00	27.5%	\$ 54.38	10.9%	48.45	21	1017.41
	PROGRAMMING			\$ 42.86	10.9%	38.19	21	801.95
	INSTALL			\$ 205.71	10.9%	183.29	0	-
G24	2 YEAR REPAIR SERVICE ADVANTAGE (RSA)			\$ 121.00	0.0%	121.00	21	2,541.00
TOTAL				\$ 3,450.10		\$ 3,087.22		\$ 60,982.66

XTL2500 Remote Mount 700/800MHz		List Price	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
M21URM9PW1 N	XTL 2500 764-870MHZ, 10-35W	\$1,497.00	27.5%	\$ 1,085.33	10.9%	967.02	9	8703.22
G806	ENH: ASTRO Digital CAI Operation	\$515.00	27.5%	\$ 373.38	10.9%	332.68	9	2994.09
G51	ENH: SmartZone System Software	\$975.00	27.5%	\$ 706.88	10.9%	629.83	9	5668.43
G361	APCO 25 Trunking	\$300.00	27.5%	\$ 217.50	10.9%	193.79	9	1744.13
G996	OVER THE AIR PROVISIONING (POP25) *must order W947	\$100.00	27.5%	\$ 72.50	10.9%	64.60	9	581.38
W947	RS232 & IV&D PACKET DATA INTERFACE	\$200.00	27.5%	\$ 145.00	10.9%	129.20	9	1162.76
W484	ALT: ANTENNA 3DB GAIN 764-870MMZ	\$38.00	27.5%	\$ 27.55	10.9%	24.55	9	220.92
G444	CONTROL HEAD SOFTWARE	\$0.00	27.5%	\$ -	10.9%	0.00	9	0.00
G442	XTL2500 CONTROL HEAD	\$292.00	27.5%	\$ 211.70	10.9%	188.62	9	1697.62
G67	REMOTE MOUNT	\$297.00	18.5%	\$ 242.06	10.9%	215.67	9	1941.04

B18	ADD 5 WATT EXTERNAL SPEAKER	\$50.00	27.5%	\$ 36.25	10.9%	32.30	9	290.69
G193	ADP SOFTWARE DSP BASED CRYPTO	\$10.00	27.5%	\$ 7.25	10.9%	6.46	9	58.14
W22	ADD: STANDARD PALM MICROPHONE	\$72.00	27.5%	\$ 52.20	10.9%	46.51	9	418.59
G114	ENHANCED DIGITAL ID DISPLAY	\$75.00	27.5%	\$ 54.38	10.9%	48.45	9	436.03
	PROGRAMMING			\$ 42.86	10.9%	38.19	9	343.69
	INSTALL			\$ 308.57	10.9%	274.94	0	-
G24	2 YEAR REPAIR SERVICE ADVANTAGE (RSA)			\$ 121.00	0.0%	121.00	9	1089.00
TOTAL				\$3,704.39		\$3,313.80		\$27,349.74

XTL Mobile Radio Options:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
H1822	O5 MOTORCYCLE CONVERSION KIT	\$ 900.00	27.5%	\$ 652.50	10.9%	581.38	2	1162.76
TOTAL								\$ 1,162.76

XTS2500 PORTABLE RADIO Model II		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
H46UCF9PW6BN	762-870 MHZ 1.0-3.0 WATT DIGITAL XTS 2500/ 512 CHS / 3 X 2 KEYPAD	\$ 1,550.00	27.5%	\$ 1,123.75	10.9%	1001.26	60	60075.68
Q574	ENH: SOFTWARE TRUNKING 9600 BAUD	\$ 1,675.00	27.5%	\$ 1,214.38	10.9%	1082.01	60	64920.49
G996	ENH: PROGRAMMING OVER P25	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	60	3875.85
Q947	ENH: RADIO PACKET DATA	\$ 200.00	27.5%	\$ 145.00	10.9%	129.20	60	7751.70
Q667	ENH: ADP SOFTWARE DSP BASED CRYPTO	\$ 10.00	27.5%	\$ 7.25	10.9%	6.46	60	387.59
Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/800 MHZ (NAF5080)	\$ 5.00	27.5%	\$ 3.63	10.9%	3.23	60	193.79
Q393	BATTERY IMPRES NIMH FM 2000MAH (NTN9857)	\$ 47.00	18.5%	\$ 38.31	10.9%	34.13	60	2047.79
NTN9857	SPARE IMPRES NIMH, 2000 MAH, 7.5V BATTERY -	\$ 130.00	18.5%	\$ 105.95	10.9%	94.40	60	5664.09
	PROGRAMMING			\$ 42.86	10.9%	38.19	60	2291.30
H885	2 YEAR REPAIR SERVICE ADVANTAGE (RSA)			\$ 84.00	0.0%	84.00	60	5040.00
TOTAL				\$ 2,837.62		\$ 2,537.47		\$ 152,248.26

XTS Portable Radio Options:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
NTN1873	SINGLE UNIT IMPRES CHARGER	\$ 165.00	18.5%	\$ 134.48	10.9%	119.82	49	5871.04
WPLN4108 R	IMPRES MULTI UNIT CHARGER - 110V US	\$ 788.00	18.5%	\$ 642.22	10.9%	572.22	5	2861.09
PMMN4045A	REMOTE SPEAKER MIC, NC	\$ 97.00	18.5%	\$ 79.06	10.9%	70.44	60	4226.28
NNTN4116	LEATHER CASE W/HIGH ACTIVITY 2.5" SWIVEL BE	\$ 60.00	18.5%	\$ 48.90	10.9%	43.57	60	2614.19
TOTAL								\$ 15,572.61

Grand Total

\$ 257,316.02

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



9401 Indian Creek Pkwy, Suite 560
Overland Park, KS 66210

Quotation

Prepared By: Linda Harmon
Account Manager: Linda Harmon

Phone: (816) 734-0544
Fax: (816) 734-0534

Date: 3/16/2010
B&Q #: 21810
Email: Linda.Harmon@motorola.com

PREPARED FOR : Kyle Shipp	Bill To	Please Advise	Ship to	Please Advise
COMPANY : Prairie Village Public Works	Address:		Address:	
PHONE :				
EMAIL :				

XTL1500 Mobile 700/800MHz:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ	\$ 1,600.00	27.5%	\$ 1,160.00	10.9%	1033.56	29	29973.24
G964	9600 ASTRO DIGITAL ENHANCE	\$ 830.00	27.5%	\$ 601.75	10.9%	536.16	29	15548.62
G996	ENH: OVER THE AIR PROVISIONING	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	29	1873.33
G174	ANTENNA 3DB LOW-PROFILE 764-870MHZ	\$ 43.00	27.5%	\$ 31.18	10.9%	27.78	29	805.53
	PROGRAMMING			\$ 42.86	10.9%	38.19	29	1,107.46
	INSTALL			864.35	10.9%	770.14	0	0.00
G24	2 YEAR REPAIR SERVICE ADVANTAGE (RSA)			\$ 121.00	0.0%	121.00	29	3509.00
TOTAL				\$ 2,893.64		\$ 2,591.42		\$ 52,817.18

XTS1500 MODEL 1.5		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
H66UCD9PW5BN	XTS1500 MODEL 1.5 764-870MHZ 1-3W 96 CHANNEL (DISPLAY)	\$ 750.00	27.5%	\$ 543.75	10.9%	484.48	9	4360.33
Q574BJ	ENH: TRUNKING 9600 BAUD	\$ 930.00	27.5%	\$ 674.25	10.9%	600.76	9	5406.81
Q947	ENH: RADIO PACKET DATA	\$ 200.00	27.5%	\$ 145.00	10.9%	129.20	9	1162.76
G996	ENH: PROGRAMMING OVER P25	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	9	581.38
Q667	ENH: ADP SOFTWARE DSP BASED CRYPTO	\$ 75.00	27.5%	\$ 54.38	10.9%	48.45	9	436.03
Q696	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/800 MHZ (NAF5080)	\$ 5.00	27.5%	\$ 3.63	10.9%	3.23	9	29.07
Q393	BATTERY IMPRES NIMH FM 2000MAH (NTN9857)	\$ 47.00	18.5%	\$ 38.31	10.9%	34.13	9	307.17
NTN9857	SPARE IMPRES NIMH, 2000 MAH, 7.5V BATTERY -	\$ 130.00	18.5%	\$ 105.95	10.9%	94.40	9	849.61
	PROGRAMMING			\$ 42.86	10.9%	38.19	9	343.69
H885	2 YEAR REPAIR SERVICE ADVANTAGE			\$ 84.00	0.0%	84.00	9	756.00
TOTAL				\$ 1,764.62		\$ 1,581.43		\$ 14,232.85

XTS Portable Radio Options:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
NTN1873	SINGLE UNIT IMPRES CHARGER	\$ 165.00	18.5%	\$ 134.48	10.9%	119.82	14	1677.44
WPLN4108 R	IMPRES MULTI UNIT CHARGER - 110V US	\$ 788.00	18.5%	\$ 642.22	10.9%	572.22	1	572.22
TOTAL								\$ 2,249.66

Grand Total

\$ 69,299.69

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
4. Prices quoted are valid for thirty(30) days from the date of this quote.
5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

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MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



9401 Indian Creek Pkwy, Suite 560
Overland Park, KS 66210

Quotation

Prepared By: Linda Harmon
Account Manager: Linda Harmon

Phone: (816) 734-0544
Fax: (816) 734-0534

Date: 3/12/2010
B&Q #: 21810
Email: Linda.Harmon@motorola.com

PREPARED FOR : Kyle Shipp	Bill To	Please Advise	Ship to	Please Advise
COMPANY : City of Mission Hills	Address:		Address:	
PHONE :				
EMAIL :				

XTL1500 Mobile 700/800MHZ:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
M28URS9PW1 N	XTL 1500 MOBILE 35 WATT, 764-870MHZ	\$ 1,600.00	27.5%	\$ 1,160.00	10.9%	1033.56	0	0.00
G964	9600 ASTRO DIGITAL ENHANCE	\$ 830.00	27.5%	\$ 601.75	10.9%	536.16	0	0.00
G996	ENH: OVER THE AIR PROVISIONING	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	0	0.00
G174	ANTENNA 3DB LOW-PROFILE 764-870MHZ	\$ 43.00	27.5%	\$ 31.18	10.9%	27.78	0	0.00
	PROGRAMMING			\$ 42.86	10.9%	38.19	0	-
	INSTALL			864.35	10.9%	770.14	0	0.00
G24	2 YEAR REPAIR SERVICE ADVANTAGE (RSA)			\$ 121.00	0.0%	121.00	0	0.00
TOTAL				\$ 2,893.64		\$ 2,591.42		\$ -

XTS1500 MODEL 1.5		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
H66UCD9PW5BN	XTS1500 MODEL 1.5 764-870MHZ 1-3W 96 CHANNEL (DISPLAY)	\$ 750.00	27.5%	\$ 543.75	10.9%	484.48	8	3875.85
Q574BJ	ENH: TRUNKING 9600 BAUD	\$ 930.00	27.5%	\$ 674.25	10.9%	600.76	8	4806.05
Q947	ENH: RADIO PACKET DATA	\$ 200.00	27.5%	\$ 145.00	10.9%	129.20	8	1033.56
G996	ENH: PROGRAMMING OVER P25	\$ 100.00	27.5%	\$ 72.50	10.9%	64.60	8	516.78
Q667	ENH: ADP SOFTWARE DSP BASED CRYPTO	\$ 75.00	27.5%	\$ 54.38	10.9%	48.45	8	387.59
	ALT: ANTENNA 1/2 WAVE 7" WHIP 700/800 MHZ (NAF5080)	\$ 5.00	27.5%	\$ 3.63	10.9%	3.23	8	25.84
Q393	BATTERY IMPRES NIMH FM 2000MAH (NTN9857)	\$ 47.00	18.5%	\$ 38.31	10.9%	34.13	8	273.04
NTN9857	SPARE IMPRES NIMH, 2000 MAH, 7.5V BATTERY - I	\$ 130.00	18.5%	\$ 105.95	10.9%	94.40	8	755.21
	PROGRAMMING			\$ 42.86	10.9%	38.19	8	305.51
H885	2 YEAR REPAIR SERVICE ADVANTAGE			\$ 84.00	0.0%	84.00	8	672.00
TOTAL				\$ 1,764.62		\$ 1,581.43		\$ 12,651.42

XTS Portable Radio Options:		List	Level 1 Discount	Show Price	Level 2 Discount	Discount Price	Qty	Total
NTN1873	SINGLE UNIT IMPRES CHARGER	\$ 165.00	18.5%	\$ 134.48	10.9%	119.82	2	239.63
WPLN4108 R	IMPRES MULTI UNIT CHARGER - 110V US	\$ 788.00	18.5%	\$ 642.22	10.9%	572.22	1	572.22
NNTN4116	LEATHER CASE W/HIGH ACTIVITY 2.5" SWIVEL BEI	\$ 60.00	18.5%	\$ 48.90	10.9%	43.57	0	0.00

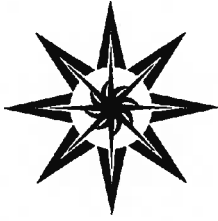
	TOTAL	\$	811.85
Grand Total		\$	13,463.28

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3. Purchaser will be responsible for shipping costs, which will be added to the invoice.
4. Prices quoted are valid for thirty(30) days from the date of this quote.
5. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



COUNCIL COMMITTEE

Committee Meeting Date: March 22, 2010
Council Meeting Date: April 5, 2010

COU2010-12: Consider approving plan changes to City Council Policy: CP055 - Investment Policy for City Retirement Funds.

SUGGESTED MOTION

Move that the Governing Body Approve changes to the City Council Policy: CP055 - Investment Policy for City Retirement Funds.

RECOMMENDATION

The Police Pension Board recommends approval of the proposed plan changes.

BACKGROUND

The Police Pension Board was approached during their 2009 investment performance review with UMB/Scout about updating the investment policy of the pension funds; this policy dictates what UMB/Scout can invest the pension monies. UMB/Scout advisors felt that adding greater clarification and the possibility of other investment types to the asset classifications and how the allocations of the investments would allow the monies invested to provide an even greater return. Along with these changes, a general clean up of the policy was also completed.

FUNDING SOURCE

Not applicable.

PUBLIC NOTICE

Not applicable.

ATTACHMENTS

- Proposed Investment Policy for City Retirement Funds Mark-Up
 - Proposed Investment Policy for City Retirement Funds Final
-

Prepared By:

Nicholas Sanders, PHR
Human Resources Specialist

Date: November 9, 2009



City Council Policy: CP055 - Investment Policy for City Retirement Funds

Effective Date: ~~March 21, 200~~ , 2010~~5~~

Amends:

Approved By: City Council

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I. SCOPE

II. PURPOSE

A. OVERSIGHT OF PLAN'S INVESTMENTS

The Trustees have the responsibility, among others, to manage the investment of the Plan's assets. The purpose of this Policy is to formalize the Trustees' guidelines and objectives related to the investment of the Plan's assets, including the standards for selecting and monitoring the Plan's investments, and the persons or entities (if any) to whom the authority and responsibility for management of those investments is delegated by the Trustees. This Policy presents the Trustees' general investment philosophy and identifies specific guidelines and objectives related to investment return and risk with respect to management of the Plan's assets. The Trustees will use these guidelines and objectives to monitor, evaluate and make decisions about the suitability (and continued suitability) of the Plan's investments, and the management of those investments, in light of the Plan's contribution source, accrued benefit liabilities, benefit payment stream, and other relevant factors.

B. THE PLAN'S CONTRIBUTION SOURCE, BENEFIT LIABILITIES AND BENEFIT PAYMENTS

Contributions to the Plan are made by the employees as a condition of participation and by the City based on amount determined by the Plan's actuaries to adequately fund the Plan. Thus, the funding of the Plan depends on some of the following factors:

- a) the number of persons employed, during any period of time;
- b) the salary of the covered employees during such period of time;
- c) the amount of time the employees work for the City; and
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The contribution rate is determined upon consideration of many factors, including but not necessarily limited to, the Plan's benefit accrual formula, the projected benefit accruals under the Plan, benefit payment obligations, and performance of the Plan's investments over extended time horizons.

Benefits are paid by the Plan upon a distributable event, such as death, disability or retirement of a covered employee. Benefits obligations may be paid monthly to eligible retirees and beneficiaries.

C. REVIEW AND MODIFICATION OF THIS INVESTMENT POLICY STATEMENT

The investment objectives and standards set forth in this Policy will be reviewed by the Trustees annually, or more frequently as needed to ensure it remains prudent and consistent with the best interests of the Plan's participants. This Policy may be amended or modified by the Trustees at any time.

III. RESPONSIBILITY

IV. DEFINITIONS

V. II. POLICY

A. This document, as amended from time to time, will serve as the Investment Policy Statement (Policy) for the City of Prairie Village Police Pension Plan (Plan), a defined benefit pension plan qualified under Section 401(a) of the Internal Revenue Code. ~~and t~~The City of Prairie Village (City) established the plan Supplemental Pension Plan (also referred to as Plato provide retirement benefits to employees (and their beneficiaries) in n). ~~The City of Prairie Village (City) established the plans to provide retirement benefits to employees (and their beneficiaries) in accordance with the Plan document.~~

B. INVESTMENT GUIDELINES

1. GENERAL FIDUCIARY OBLIGATION

In establishing, monitoring and modifying this Policy, and in complying with the guidelines and standards established in this Statement, the Trustees will at all times act prudently, and exclusively in the best interests of the Plan's participants and beneficiaries. "Prudence" means the care, skill and

CP055 - Investment Policy for City Retirement Funds

diligence under the circumstances then prevailing that a prudent person acting in a similar capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees will diversify the investments of the Plan's assets so as to minimize the risk of large losses, unless under the circumstances then prevailing it is clearly prudent not to do so.

2. LONG TERM RISK AND REWARD

This Policy reflects consideration of the long-term funding requirements of the Plan. The Trustees recognize that expectations for the returns to be earned on the different classes of Plan assets in the future may not be realized. However, the expectations reflected in this Statement are considered by the Trustees to be reasonable, given the historical experience covering long-term periods and the belief that the capital markets will remain viable. Long-term is defined as over 10 years. If the assumptions are not realized, the Trustees recognize that a substantial shortfall of actual investment returns from those expected could require increased contributions or a reduction in future benefit accruals, or other Plan modifications.

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The fundamental objectives of the Plan's investments are to preserve capital, to avoid a diminution in the purchasing power of the Plan's assets (relative to inflation), and to assure satisfaction of the Plan's long-term liquidity needs. The Trustees believe it is appropriate for the Plan to assume a moderate degree of investment risk, with diversification of Plan assets among different classes of investments as a means of reducing risk. The Plan can and will tolerate some variability in market value and rates of return in order to achieve a greater long-term rate of return.

While neither the City nor the Trustees guarantee the continued viability of existence of the Plan, they hope and intend to continue the Plan indefinitely. Consequently, the Trustees endorse a long-term approach to managing the investment portfolio, but believe this should not be viewed as justification for exposing the portfolio to levels of volatility that might adversely affect the value of the Plan's assets.

The Trustees believe that the level of risk assumed in the fund is a function, in large part, of the fund's risk posture as stated above. The proportion of assets allocated to equity investments is the most important determinant of volatility of future returns. As indicated by long-term historical data, the risk of equity ownership has been rewarded with a higher rate of return.

4. SELECTION OF INVESTMENT MANAGERS

The Trustees desire to retain an Investment Manager (Manager) to assist them in their responsibility to manage the Plan's assets. The Manager will construct and manage investment portfolios within the guidelines of this Policy. The manager will select specific securities, buy and sell such securities, and modify the asset allocation within the guidelines in this Policy. The Policy is intended to allow enough flexibility for the Manager to respond to changing economic conditions and securities markets.

In selecting a Manager the following criteria will be taken into account:

- Investment returns
- Risk assessments
- Background of people
- Philosophy of Manager
- Process of investment decisions
- Diversification of portfolio
- Management fees
- Use of cash
- Portfolio turnover
- Quality of manager reports and communications
- Comparison of Manager's return and risk to appropriate market indices and universes
- Compliance with regulatory agencies

Managers will be required to specifically assume fiduciary liability for investment results. Any manager may be replaced at any time by the Trustees. The Manager is required to acknowledge the guidelines and objectives stated in this Policy and agrees to manage Plan assets in accordance with this Policy.

5. PORTFOLIO RESTRICTIONS AND DIVERSIFICATION

Each asset class will be invested in a portfolio of marketable securities. Private placements, restricted or letter stock, and other non-marketable securities are not permissible. Investment in the following types of marketable securities is not permissible: financial futures, derivatives (except mortgaged backed securities used in a conservative manner), options, warrants, and commodities (except for gold).

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The Manager may choose to invest in publicly traded mutual funds and/or commingled trust funds. Mutual funds are expected to exhibit long-term performance that is competitive relative to the peer group and an appropriate market benchmark. Expense ratios within any mutual fund or commingled trust should be at or below the category average. Assets within the mutual fund or commingled trust should be at least \$50 million.

The Manager may not engage in the following types of transactions: short sales or any other marginable transactions, option writing, hedging strategies, or any other transaction that unduly increases risk in the portfolio.

The diversification of equity and fixed income securities held in each portfolio among sectors, industry groups and issuers is the responsibility of the Manager. The Manager is expected to diversify the portfolio sufficiently to minimize the risk of a large loss from a single security.

C. ASSET ALLOCATION

The Trustees will select the appropriate asset classes. In selecting the asset classes, the Trustees will choose asset classes reasonably designed to further the purposes of the Plan, taking into account:

1. The risk of loss and opportunity for gain associated with the asset classes, both objectively and in light of the acceptable risk permitted by this Policy, taking into account the correlation of the various asset classes and the time horizon over which the Plan is likely to have assets invested in the asset classes;
2. The composition of the available asset classes with regard to the Plan's opportunity to meet its objectives without exceeding the risk tolerance permitted by this Policy;
3. The composition of the available asset classes with regard to the Plan's opportunity to achieve diversification of its investment portfolio;
4. The liquidity and current return which with respect to the asset classes, relative to the specific cash flow requirements of the Plan; and
5. The projected return available with respect to the asset classes, relative to the funding objectives of the Plan.

The target asset allocation and asset classes to be used in the Plan are shown below. All percentages are based on market values of the entire portfolio.

Asset Class	Target Percentage of Total Portfolio	Minimum Percentage of Total Portfolio	Maximum Percentage of Total Portfolio
Large Cap Domestic Equity	25	20	30
Mid Cap Domestic Equity	10	5	15
Small Cap Domestic Equity	10	5	15
International Equity	15	10	20
Fixed Income	35	25	45
Other	5	0	10
Cash	0	0	10

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Asset Class	Target	Range
Equity	60%	50% - 70% (with the stipulation that no more than 15% be in class of interest other than large cap)
Fixed Income	40%	20% - 40%
Cash	0%	0% - 10%

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Based on asset allocation studies using long-term historical returns from the various capital markets, the Trustees believe there is a reasonable likelihood the Plan will meet the overall investment objectives using the above asset allocation.

The Trustees may add, delete, or change asset classes (and may change the percentages assigned to each asset class) at any time, in their discretion. In some cases the Trustees may satisfy asset classes by using pooled funds. Where pooled funds are used, they should substantially comply with this policy.

D. STANDARDS OF INVESTMENT PERFORMANCE

1. ACTUARIAL OBJECTIVES

The Plan's investment objective is to realize an investment return that, at a minimum, equals the Plan's actuarial interest assumption on an ongoing basis. Currently, this actuarial interest assumption is eight percent (8%). ~~The Supplemental Pension Plan also has a nominal objective of 8%.~~

2. INFLATION OBJECTIVES

As inflation is a serious deterrent to providing meaningful benefits to covered employees and their beneficiaries in the future, the Trustees maintain a relative objective to keep the investment performance of the Plan's assets in perspective. This relative objective is an annual rate of return, net of fees, equal to the annual rate of inflation plus five percent (5%). The Consumer Price Index (CPI) will be used as an index to measure inflation.

3. MARKET RELATED OBJECTIVES

The Plan's investment objectives should be pursued as long-term goals designed to maximize return while reducing exposure to undue risk as set out in this Policy. All returns will be measured in terms of total return based on market value. Total returns will be defined as all income paid or accrued plus realized and unrealized capital gains and losses. The Plan's custodian is responsible for preparing the statement used for performance monitoring.

4. OVERALL INVESTMENT PERFORMANCE STANDARD

The market objective for measurement of the Plan's overall investment performance is a blended index consisting of ~~25~~40% of the return and risk of the Standard and Poor's 500 Equity Index, 10% of the return and risk of the Russell ~~Mid Cap~~2000, ~~10% of the return and risk of the Russell 2000.~~ 105% of the return and risk of the Morgan Stanley Capital International (MSCI) Europe, Australasia, and Far East (EAFE) International Equity Index, 35% of the return and risk of the ~~Lehman Brothers-Barclays Capital Intermediate Government/Corporate Fixed Income Index (benchmark), and 5% of the return and risk of the 90 day Treasury Bills,~~ net of investment management fees. Risk will be measured by variability of returns (standard deviation). Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The total fund should exceed the returns of a comparable universe of balanced funds with similar objectives, net of investment management fees, with less risk.

5. DOMESTIC EQUITY PERFORMANCE STANDARDS

The purpose of Domestic Equity investments is to provide maximum total return while not exceeding the risk levels stated in this Policy.

The market objective for the Domestic Equity portion of the portfolio is to exceed the return of the Standard & Poor's 500 Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees. Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of Domestic Equity funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable domestic equity securities traded on any of the major U.S. exchanges or through NASDAQ. Securities for this portfolio may include common stocks, preferred stocks, convertible securities and publicly traded mutual funds or commingled trust funds.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the Domestic Equity portfolio. No single industry (as defined by Standard & Poor's industry groups) shall exceed 20% of the market value of the Domestic Equity portfolio.
- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.

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e.) The Manager should stay fully invested in Domestic Equity securities. ~~Cash positions in excess of 5% are not permitted.~~

6. INTERNATIONAL EQUITY PERFORMANCE STANDARDS RELATIVE TO MARKET

The purpose of international equity investments is to diversify the overall equity position in the portfolio to protect assets and reduce risk.

The market objective for the International Equity portion of the portfolio is to exceed the return of the EAFE International Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees.

Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of international equity pooled funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable international securities traded on any of the major international exchanges. Securities for this portfolio may include common stocks, preferred stocks and convertible securities.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the International Equity portfolio. No single industry shall exceed 20% of the market value of the International Equity portfolio. The Manager should also be diversified in at least three capital markets whose assets and currencies are not closely correlated to each other.
- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.
- e.) The Manager may use discretion regarding hedging currencies where they may be fluctuating adversely relative to the dollar.
- f.) The Manager should stay fully invested in International Equity securities. ~~Cash positions in excess of 5% are not permitted.~~

7. DOMESTIC FIXED INCOME PERFORMANCE STANDARDS RELATIVE TO MARKET

The primary purpose of fixed income investments is to provide total return while not exceeding the risk levels stated in this policy. The secondary purpose is to generate income and reduce volatility in the entire portfolio.

The market objective for the fixed income portion of the Plan is to exceed the return of the ~~Lehman Brothers~~ Barclays Capital Intermediate Government/Corporate Fixed Income Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), ~~net of investment management fees.~~ Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of domestic fixed income funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable Domestic Fixed Income securities. Securities for this portfolio may include corporate bonds, and government ~~& and~~-agency bonds, Treasury Inflation-Protected Securities (TIPS), mutual funds, or exchange traded funds (ETFs).
- b.) Fixed income investments should stress high quality with overall portfolio quality rated A or better. Corporate debt securities will be of investment grade or better. Any investments that do not maintain a minimum investment grade credit rating of BBB from Standard & Poor's or Baa from Moody's Investment Services may be retained in the portfolio at the discretion of the Manager, but only after a serious review of the risks involved.
- c.) Diversification must be maintained at all times. The Manager may not invest more than 10% of the market value of fixed income portion in any obligation of a single issuer, with the exception of the U.S. Government and its agencies.
- d.) The portfolio duration will not vary from the duration of the benchmark by plus or minus 20%.

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- e.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy. The allocation between corporate and government bonds is in the discretion of the Manager.
- f.) The Manager should stay fully invested in Domestic Fixed Income securities. Cash positions in excess of 5% are not permitted.

f.)

E. RESPONSIBILITIES OF THE INVESTMENT MANAGER

1. FIDUCIARY LIABILITY

The Manager acknowledges that investment decisions will be made in the sole interest and for the exclusive purpose of providing benefits to participants. All assets must be invested with the care, skill and diligence that a prudent person familiar with such matters acting in a like capacity would use in a similar enterprise. The Manager will assume the responsibility for investment performance and comply with all fiduciary requirements required by law. All investments will be made within the guidelines of quality, marketability and diversification mandated by any controlling statutes. The Manager is granted full discretion to manage the investment portfolio within the constraints and guidelines of this Policy. The Manager will acknowledge and accept this fiduciary responsibility by executing this document. The Manager shall comply with the fiduciary responsibility standards and requirements of the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and rules and regulations thereunto.

2. REPORTING

The Manager shall report investment results to the Trustees in writing on at least a semi-annual basis. The Trustees should also be informed of any significant changes in the ownership, affiliation, organizational structure, financial condition, or professional personnel staffing of the investment management organization. The Manager will inform the Trustees regarding all significant matters pertaining to the investment of the assets. The Trustees should be kept apprised of major changes in investment strategy, portfolio structure, market value of the assets, and other matters affecting the investment of the assets.

3. TRADING AND BROKERAGE

Trading activity is in the discretion of the Manager. The Manager is free to execute trades whenever it is in the best interest of the Fund. There are no specific restrictions on portfolio turnover. However, the Trustees anticipate that better long-term investment performance will result from investment strategies, not trading strategies. The Manager will have the discretion to execute transactions with brokerage firms of his or her choosing. This selection should be based on the quality of executions rendered, the financial health of the brokerage firm, the general business integrity of the firm, commission costs, and the firm's overall efficiency in transacting business. It is further acknowledged that commission dollars are a Fund asset and should not be used for purposes other than that which directly benefits plan participants. The Manager will report to the Trustees on the total commissions paid, commission rates charged, and the brokerage firms used by the Manager.

4. USE OF CASH

If cash is used by the Manager, it should be invested in instruments that will achieve the highest return which does not impair the principal of the Fund, while maintaining liquidity at all times. All such assets must represent maturities of one year or less at the time of purchase. Cash investments can be made in money market mutual funds, bank short-term U.S. Government and agency obligations, government insured deposits, time deposits, certificates of deposit, A1/P1 commercial paper, collateralized agreements, bankers acceptances, and the like.

5. PROXY VOTING

The Manager for equities is required to vote all proxies in the best interest of plan participants by maximizing the value of the securities in the portfolio. The Manager shall maintain proper files documenting the decisions made on each proxy. The Manager's proxy voting procedure and proxy voting record will be reviewed by the Trustees on a regular basis. The Manager will have complete discretion with respect to the voting of the proxies.

F. MONITORING OF INVESTMENT PERFORMANCE

1. SEMI-ANNUAL REPORT

No less frequently than semi-annually, the Trustees will review the continued suitability of the asset classes, and the overall performance of the investment funds. As part of this review process, the Trustees will prepare or cause to be prepared a Performance Monitoring Report, which shall review the performance of the investment vehicles in light of the criteria set out in this Policy. The purpose of this report is to satisfy Trustees' obligation to continually perform due diligence on the Plan's investments. Cash equivalents used in reserve to pay benefits and expenses of the Plan will not be part of the performance monitoring process.

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CP055 - Investment Policy for City Retirement Funds

2. CHANGES IN INVESTMENT MANAGER

The Trustees will also review the suitability of an investment manager upon a change in the portfolio manager or a perceived or announced change in investment style or objectives, of which the Trustees are aware. The Trustees have the right to eliminate and, as appropriate, replace any manager that ceases to be suitable based upon the criteria set out in this Policy. The Trustees may add additional investment managers, as they deem appropriate in their discretion.

In the event the Trustees determine that an investment manager is no longer suitable, the Trustees shall select another manager within the same asset class, and direct that amounts then invested in the unsuitable manager be transferred to the new manager for management.

G. CUSTODIAN

All assets will be held at M&I Trust Company as the custodian in the name of the City of Prairie Village Police Pension Plan and the City of Prairie Village Supplemental Pension Plan. The Custodian will regularly summarize these holdings for the Trustees' review. The Custodian will allocate funds to the Manager at the direction of the Trustees. All indicia of ownership of any assets of the Plan shall be maintained within the jurisdiction of the courts of the United States.

The Trustees hereby adopt this Investment Policy Statement for the City of Prairie Village Police Pension Plan and the City of Prairie Village Supplemental Pension Plan this 6th day of March, 2009. This Policy supersedes any previous Investment Policy Statement.

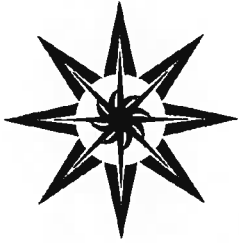
Authorized Signature

Date

Authorized Signature

Date

DRAFT



City Council Policy: CP055 - Investment Policy for City Retirement Funds

Effective Date: _____, 2010

Approved By: City Council

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The Manager may choose to invest in publicly traded mutual funds and/or commingled trust funds. Mutual funds are expected to exhibit long-term performance that is competitive relative to the peer group and an appropriate market benchmark. Expense ratios within any mutual fund or commingled trust should be at or below the category average. Assets within the mutual fund or commingled trust should be at least \$50 million.

The Manager may not engage in the following types of transactions: short sales or any other marginable transactions, option writing, hedging strategies, or any other transaction that unduly increases risk in the portfolio.

The diversification of equity and fixed income securities held in each portfolio among sectors, industry groups and issuers is the responsibility of the Manager. The Manager is expected to diversify the portfolio sufficiently to minimize the risk of a large loss from a single security.

C. ASSET ALLOCATION

The Trustees will select the appropriate asset classes. In selecting the asset classes, the Trustees will choose asset classes reasonably designed to further the purposes of the Plan, taking into account:

1. The risk of loss and opportunity for gain associated with the asset classes, both objectively and in light of the acceptable risk permitted by this Policy, taking into account the correlation of the various asset classes and the time horizon over which the Plan is likely to have assets invested in the asset classes;
2. The composition of the available asset classes with regard to the Plan's opportunity to meet its objectives without exceeding the risk tolerance permitted by this Policy;
3. The composition of the available asset classes with regard to the Plan's opportunity to achieve diversification of its investment portfolio;
4. The liquidity and current return which with respect to the asset classes, relative to the specific cash flow requirements of the Plan; and
5. The projected return available with respect to the asset classes, relative to the funding objectives of the Plan.

The target asset allocation and asset classes to be used in the Plan are shown below. All percentages are based on market values of the entire portfolio.

Asset Class	Target Percentage of Total Portfolio	Minimum Percentage of Total Portfolio	Maximum Percentage of Total Portfolio
Large Cap Domestic Equity	25	20	30
Mid Cap Domestic Equity	10	5	15
Small Cap Domestic Equity	10	5	15
International Equity	15	10	20
Fixed Income	35	25	45
Other	5	0	10
Cash	0	0	10

Based on asset allocation studies using long-term historical returns from the various capital markets, the Trustees believe there is a reasonable likelihood the Plan will meet the overall investment objectives using the above asset allocation.

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The Trustees may add, delete, or change asset classes (and may change the percentages assigned to each asset class) at any time, in their discretion. In some cases the Trustees may satisfy asset classes by using pooled funds. Where pooled funds are used, they should substantially comply with this policy.

D. STANDARDS OF INVESTMENT PERFORMANCE

1. ACTUARIAL OBJECTIVES

The Plan's investment objective is to realize an investment return that, at a minimum, equals the Plan's actuarial interest assumption on an ongoing basis. Currently, this actuarial interest assumption is eight percent (8%).

2. INFLATION OBJECTIVES

As inflation is a serious deterrent to providing meaningful benefits to covered employees and their beneficiaries in the future, the Trustees maintain a relative objective to keep the investment performance of the Plan's assets in perspective. This relative objective is an annual rate of return, net of fees, equal to the annual rate of inflation plus five percent (5%). The Consumer Price Index (CPI) will be used as an index to measure inflation.

3. MARKET RELATED OBJECTIVES

The Plan's investment objectives should be pursued as long-term goals designed to maximize return while reducing exposure to undue risk as set out in this Policy. All returns will be measured in terms of total return based on market value. Total returns will be defined as all income paid or accrued plus realized and unrealized capital gains and losses. The Plan's custodian is responsible for preparing the statement used for performance monitoring.

4. OVERALL INVESTMENT PERFORMANCE STANDARD

The market objective for measurement of the Plan's overall investment performance is a blended index consisting of 25% of the return and risk of the Standard and Poor's 500 Equity Index, 10% of the return and risk of the Russell Mid Cap, 10% of the return and risk of the Russell 2000, 15% of the return and risk of the Morgan Stanley Capital International (MSCI) Europe, Australasia, and Far East (EAFE) International Equity Index, 35% of the return and risk of the Barclays Capital Intermediate Government/Corporate Fixed Income Index (benchmark), and 5% of the return and risk of the 90 day Treasury Bill, net of investment management fees. Risk will be measured by variability of returns (standard deviation). Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The total fund should exceed the returns of a comparable universe of balanced funds with similar objectives, net of investment management fees, with less risk.

5. DOMESTIC EQUITY PERFORMANCE STANDARDS

The purpose of Domestic Equity investments is to provide maximum total return while not exceeding the risk levels stated in this Policy.

The market objective for the Domestic Equity portion of the portfolio is to exceed the return of the Standard & Poor's 500 Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees. Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of Domestic Equity funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable domestic equity securities traded on any of the major U.S. exchanges or through NASDAQ. Securities for this portfolio may include common stocks, preferred stocks, convertible securities and publicly traded mutual funds or commingled trust funds.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the Domestic Equity portfolio. No single industry (as defined by Standard & Poor's industry groups) shall exceed 20% of the market value of the Domestic Equity portfolio.

CP055 - Investment Policy for City Retirement Funds

- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.
- e.) The Manager should stay fully invested in Domestic Equity securities

6. INTERNATIONAL EQUITY PERFORMANCE STANDARDS RELATIVE TO MARKET

The purpose of international equity investments is to diversify the overall equity position in the portfolio to protect assets and reduce risk.

The market objective for the International Equity portion of the portfolio is to exceed the return of the EAFE International Equity Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees.

Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of international equity pooled funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable international securities traded on any of the major international exchanges. Securities for this portfolio may include common stocks, preferred stocks and convertible securities.
- b.) Securities with a market capitalization of less than \$500 million at the time of purchase will not be used. Preference should be given to high quality equity securities.
- c.) Diversification must be maintained at all times. No single equity position shall exceed 10% of the market value of the International Equity portfolio. No single industry shall exceed 20% of the market value of the International Equity portfolio. The Manager should also be diversified in at least three capital markets whose assets and currencies are not closely correlated to each other.
- d.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy.
- e.) The Manager may use discretion regarding hedging currencies where they may be fluctuating adversely relative to the dollar.
- f.) The Manager should stay fully invested in International Equity securities.

7. DOMESTIC FIXED INCOME PERFORMANCE STANDARDS RELATIVE TO MARKET

The primary purpose of fixed income investments is to provide total return while not exceeding the risk levels stated in this policy. The secondary purpose is to generate income and reduce volatility in the entire portfolio.

The market objective for the fixed income portion of the Plan is to exceed the return of the Barclays Capital Intermediate Government/Corporate Fixed Income Index (benchmark) while not exceeding the risk of the benchmark as measured by variability of returns (standard deviation), net of investment management fees. Emphasis will be placed on measurement over a full market cycle, usually three to five years.

The asset class should exceed the returns of a comparable universe of domestic fixed income funds with similar objectives, net of investment management fees, with less risk.

Guidelines

- a.) The Manager may select from marketable Domestic Fixed Income securities. Securities for this portfolio may include corporate bonds, government & agency bonds, Treasury Inflation-Protected Securities (TIPS), mutual funds, or exchange traded funds (ETFs).
- b.) Fixed income investments should stress high quality with overall portfolio quality rated A or better. Corporate debt securities will be of investment grade or better. Any investments that do not maintain a minimum investment grade credit rating of BBB from Standard & Poor's or Baa from Moody's Investment Services may be retained in the portfolio at the discretion of the Manager, but only after a serious review of the risks involved.

CP055 - Investment Policy for City Retirement Funds

- c.) Diversification must be maintained at all times. The Manager may not invest more than 10% of the market value of fixed income portion in any obligation of a single issuer, with the exception of the U.S. Government and its agencies.
- d.) The portfolio duration will not vary from the duration of the benchmark by plus or minus 20%.
- e.) The selection of individual securities will be at the discretion of the Manager, within the guidelines stated in this Policy. The allocation between corporate and government bonds is in the discretion of the Manager.
- f.) The Manager should stay fully invested in Domestic Fixed Income securities. Cash positions in excess of 5% are not permitted.

E. RESPONSIBILITIES OF THE INVESTMENT MANAGER

1. FIDUCIARY LIABILITY

The Manager acknowledges that investment decisions will be made in the sole interest and for the exclusive purpose of providing benefits to participants. All assets must be invested with the care, skill and diligence that a prudent person familiar with such matters acting in a like capacity would use in a similar enterprise. The Manager will assume the responsibility for investment performance and comply with all fiduciary requirements required by law. All investments will be made within the guidelines of quality, marketability and diversification mandated by any controlling statutes. The Manager is granted full discretion to manage the investment portfolio within the constraints and guidelines of this Policy. The Manager will acknowledge and accept this fiduciary responsibility by executing this document. The Manager shall comply with the fiduciary responsibility standards and requirements of the Employee Retirement Income Security Act (ERISA) of 1974, as amended, and rules and regulations thereunto.

2. REPORTING

The Manager shall report investment results to the Trustees in writing on at least a semi-annual basis. The Trustees should also be informed of any significant changes in the ownership, affiliation, organizational structure, financial condition, or professional personnel staffing of the investment management organization. The Manager will inform the Trustees regarding all significant matters pertaining to the investment of the assets. The Trustees should be kept apprised of major changes in investment strategy, portfolio structure, market value of the assets, and other matters affecting the investment of the assets.

3. TRADING AND BROKERAGE

Trading activity is in the discretion of the Manager. The Manager is free to execute trades whenever it is in the best interest of the Fund. There are no specific restrictions on portfolio turnover. However, the Trustees anticipate that better long-term investment performance will result from investment strategies, not trading strategies. The Manager will have the discretion to execute transactions with brokerage firms of his or her choosing. This selection should be based on the quality of executions rendered, the financial health of the brokerage firm, the general business integrity of the firm, commission costs, and the firm's overall efficiency in transacting business. It is further acknowledged that commission dollars are a Fund asset and should not be used for purposes other than that which directly benefits plan participants. The Manager will report to the Trustees on the total commissions paid, commission rates charged, and the brokerage firms used by the Manager.

4. USE OF CASH

If cash is used by the Manager, it should be invested in instruments that will achieve the highest return which does not impair the principal of the Fund, while maintaining liquidity at all times. All such assets must represent maturities of one year or less at the time of purchase. Cash investments can be made in money market mutual funds, bank short-term U.S. Government and agency obligations, government insured deposits, time deposits, certificates of deposit, A1/P1 commercial paper, collateralized agreements, bankers acceptances, and the like.

5. PROXY VOTING

The Manager for equities is required to vote all proxies in the best interest of plan participants by maximizing the value of the securities in the portfolio. The Manager shall maintain proper files documenting the decisions made on each proxy. The Manager's proxy voting procedure and proxy voting record will be reviewed by the Trustees on a regular basis. The Manager will have complete discretion with respect to the voting of the proxies.

F. MONITORING OF INVESTMENT PERFORMANCE

1. SEMI-ANNUAL REPORT

No less frequently than semi-annually, the Trustees will review the continued suitability of the asset classes, and the overall performance of the investment funds. As part of this review process, the Trustees will prepare or cause to be prepared a Performance Monitoring Report, which shall review the performance of the investment vehicles in light of the criteria set out in this Policy. The purpose of this report is to satisfy Trustees' obligation to continually perform due diligence on the Plan's investments. Cash equivalents used in reserve to pay benefits and expenses of the Plan will not be part of the performance monitoring process.

2. CHANGES IN INVESTMENT MANAGER

The Trustees will also review the suitability of an investment manager upon a change in the portfolio manager or a perceived or announced change in investment style or objectives, of which the Trustees are aware. The Trustees have the right to eliminate and, as appropriate, replace any manager that ceases to be suitable based upon the criteria set out in this Policy. The Trustees may add additional investment managers, as they deem appropriate in their discretion.

In the event the Trustees determine that an investment manager is no longer suitable, the Trustees shall select another manager within the same asset class, and direct that amounts then invested in the unsuitable manager be transferred to the new manager for management.

G. CUSTODIAN

All assets will be held at M&I Trust Company as the custodian in the name of the City of Prairie Village Police Pension. The Custodian will regularly summarize these holdings for the Trustees' review. The Custodian will allocate funds to the Manager at the direction of the Trustees. All indicia of ownership of any assets of the Plan shall be maintained within the jurisdiction of the courts of the United States.

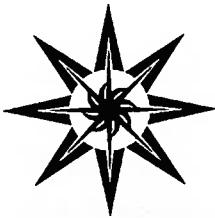
The Trustees hereby adopt this Investment Policy Statement for the City of Prairie Village Police Pension Plan this _____ day of _____ 2010. This Policy supersedes any previous Investment Policy Statement.

Authorized Signature

Date

Authorized Signature

Date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 22, 2010

Council Meeting Date: April 5, 2010

COU2010-15: CONSIDER PROJECT 190894- CAMBRIDGE STREET DESIGN AGREEMENT

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the conceptual design of Cambridge Street from 78th Street to Somerset Drive.

BACKGROUND

Affinis Corporation was selected as the 2010 and 2011 Design consultant and this conceptual design agreement is for Cambridge Street from 78th Street to Somerset Drive. This project is related to the park improvements at Weltner Park. The project will study how to relocate Cambridge Street through Weltner Park as well as study improvements to the intersection at Cambridge and Somerset Drive. Options will be developed for these areas and traffic impacts for these types of changes will be determined. It is anticipated that a public meeting will be held to discuss these changes to Cambridge Street.

This design fee is for the concept phase only. An engineering change order will be executed for the remaining phases (Preliminary Design, Final Design and Bidding Services) after the scope of this project is clearly defined.

FUNDING SOURCE

Total Cost of the Agreement is \$27,100. Funds are available in the 2010 Bond Project.

RELATED TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

ATTACHMENTS

1. Design Agreement with Affinis

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

March 16, 2010

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 1908xx: WELTNER PARK STREET IMPROVEMENTS

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "City", and Affinis Corp, a corporation with offices at 7401 West 129th Street, Suite 110, Overland Park, KS, 66213 hereinafter called the "Consultant".

WITNESSED, THAT WHEREAS City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of Project 1908xx: Weltner Park Street Improvements, hereinafter called the "Project",

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

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

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

1. CITY RESPONSIBILITIES

- 1.1. The City has designated the Manager of Engineering Services, Mr. Keith Bredehoeft, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant's services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.

- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. This project includes the realignment of Cambridge Avenue from State Line Road to south of 79th Street, realignment of the Somerset Drive and Cambridge Avenue intersection and the rehabilitation of Cambridge from Somerset Drive to 79th Street. The proposed improvements shall be limited to roadway and utility improvements in these areas. Improvements to the park facilities will be addressed as a separate project.

2. CONSULTANT RESPONSIBILITIES

- 2.1. The Consultant shall either perform for or furnish to the City professional civil engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- 2.2. The Consultant shall serve as the prime professional Consultant for the City on this Project
- 2.3. The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- 2.4. Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

3. SCOPE OF SERVICES

- 3.1. Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below and in more details in Exhibit A.
- 3.2. **Concept Phase**
 - 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. At this meeting the City will review philosophical changes in the program and create a design memorandum.
 - 3.2.2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 - 3.2.3. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved.
 - 3.2.4. Conduct a.m. and p.m. peak hour traffic counts at five (5) locations. The counts will take place at Cambridge/State Line, Cambridge/78th Street, Booth/Cambridge, Cambridge/79th Street and Cambridge/Somerset. See Exhibit D for traffic count locations.
 - 3.2.5. Conduct 24-hour counts at four locations. The counts will take place at Cambridge (west of State Line), Booth (north of Cambridge), Somerset (west of State Line) and Somerset (west of Cambridge). See Exhibit E for traffic count locations.
 - 3.2.6. Review the traffic data and evaluate traffic flow at the Cambridge/State Line, Cambridge/Somerset, Cambridge/Booth and Cambridge/79th Street intersections.

Evaluate alternatives for the realignment of Cambridge (State Line Road to 79th Street) and for creating tee intersections at Cambridge/Somerset and Cambridge/Booth.

- 3.2.7. Prepare a traffic study that includes the traffic data and traffic analyses and discusses two to three alternatives and their impact to traffic flow on Cambridge and Somerset. The traffic study will not include review of traffic data, recommendations for geometric improvements or traffic signal improvements for the State Line Road intersections with Cambridge Street, Somerset Drive or 79th Street.
- 3.2.8. Prepare opinions of probable project cost for each alternative listing typical construction pay items, construction administration costs and any other project related costs. Add a project contingency equal to 20 percent of the total of construction costs.
- 3.2.9. Meet with City to review costs and scope of project.
- 3.2.10. Conduct two (2) public meetings for the residents adjacent to the defined project area. The first meeting will be held prior to development of conceptual alternatives to gather information about resident issues. The second meeting will be held after conceptual alternatives have been developed and reviewed by the City. The meetings will be held at City Hall. Notifications for the meetings will be prepared and distributed by the Consultant.
- 3.2.11. Prepare and submit a report summarizing the following: the project scope, the project schedule, an evaluation of the alternatives for intersection and roadway improvements, opinions of probable project costs for each alternative and a recommendation of the preferred alternative(s) for the proposed improvements.
- 3.2.12. Provide one hard copy and electronic copy of any report, or drawing in Microsoft Word or Excel.
- 3.2.13. Provide files of the traffic study and layouts of the proposed improvement alternatives in PDF Format.

3.3. Preliminary Design Phase

Scope of work will be determined after completion of Concept Phase.

3.4. Final Design Phase

Scope of work will be determined after completion of Concept Phase.

3.5. Bidding Phase

Scope of work will be determined after completion of Concept Phase.

4. TIME SCHEDULE

- 4.1. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.
- 4.2. If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- 4.3. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party.

For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

- 4.4. Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5. Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase	Due by April 30, 2010
Preliminary Design Phase	Due by July 30, 2010
Final Design Phase	Due by December 17, 2010
Bid Advertisement Date	January 31, 2011
Letting Date	February 18, 2011

5. COMPENSATION

- 5.1. The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Concept Phase	Total Maximum Fee	\$ <u>27,100.00</u>
Preliminary Design Phase	Total Maximum Fee	\$ <u>TBD after Concept Phase</u>
Final Design Phase	Total Maximum Fee	\$ <u>TBD after Concept Phase</u>
Bidding Phase	Total Maximum Fee	\$ <u>TBD after Concept Phase</u>
Total Fees		\$ <u>27,100.00</u>

- 5.2. The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3. The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4. All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.

- 5.5. The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6. **GENERAL PROVISIONS**

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- 6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- 6.4 **Insurance:**
- 6.4.1 The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation – Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except

that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

- 6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.4 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- 6.4.5 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Consultant shall not be entitled to any anticipatory profits of other costs other than direct costs of demobilization
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

- 6.8 Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- 6.11 Successors and Assigns:**
- 6.11.1** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- 6.11.2** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- 6.11.3** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By: _____

Ronald L. Shaffer, Mayor

Address for giving notices:

City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By _____

John B. Thomas, P.E., Principal

Address for giving notices:

Affinis Corp
7401 West 129th Street, Suite 110
Overland Park, KS 66213

Telephone: 913-239-1100

APPROVED AS TO FORM BY:

Catherine Logan, City Attorney



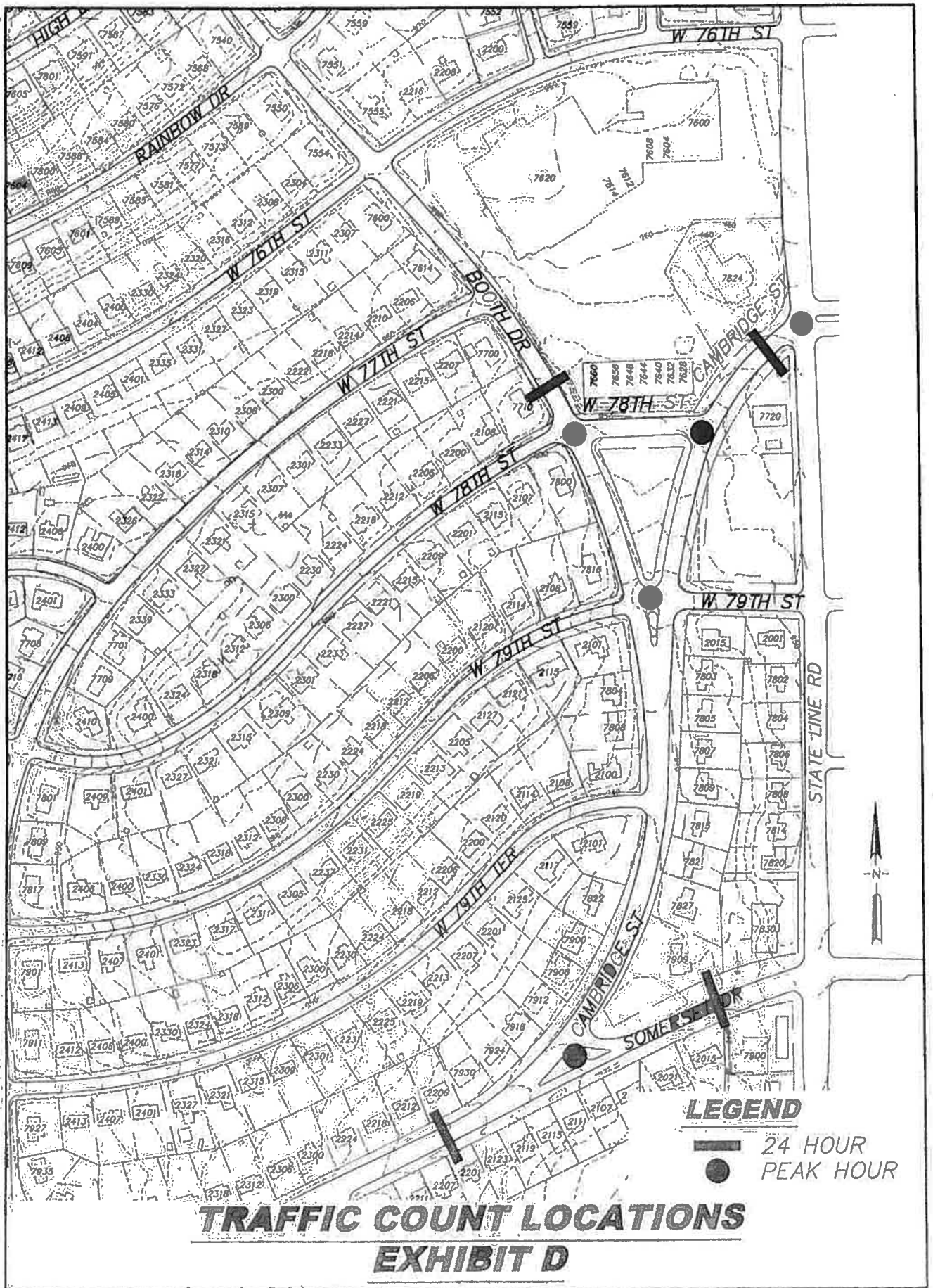
**EXHIBIT B
PROJECT ESTIMATING SHEET**

PV Project Number: 1908xx
Weltner Park Street Improvements Project
Prairie Village, Kansas

Date: 3/3/2010

Made By: KEL/RAW

Tasks	PRINCIPAL	SR. PROJECT	TRAFFIC	ENGINEER		SR CAD	CAD	ADMIN.	LAND	SURVEY	SURVEY	LABOR	OTHER DIRECT COSTS		TOTAL
	\$100.00	MANAGER	ENGINEER	ENGINEER	ENGINEER	TECH	TECH	SUPPORT	SURVEYOR	TECH	CREW	COSTS	ITEM	COST	FEE
3.2 CONCEPT PHASE															
.01. Pre-design Meeting		2	2	2								\$880			\$880
.02. Review service requests, plans, studies, etc.				4		4						\$790			\$790
.03. Utility information and coordination				1				1		4		\$490			\$490
.04. Peak hour Traffic Counts			4		8		50					\$3,610	Mileage	\$100.00	\$3,610
.05. 24-hour Traffic Counts			4		8		24					\$3,180			\$3,280
.06. Develop reassignment alternatives	1		4	8	12	8	18					\$4,890			\$4,890
.07. Traffic Study	1		8		16		4	4				\$3,490			\$3,490
.08. CPOC + 20%				4		4						\$790			\$790
.09. Meet w/City review scope & budget		2	2	2								\$880			\$880
.10. Public meetings (2)		6	6	6			4	4				\$3,220			\$3,220
.11. Concept phase summary report	2	4	2	18	4	8		4				\$4,520			\$4,520
.12. Deliverables (hard copy & PDF)						2						\$155			\$155
													Mileage	\$125.00	\$125
													Repro./Delivery	\$200.00	\$200
CONCEPT DESIGN PHASE - SUBTOTAL HOURS	4	14	32	43	48	28	78	13	0	4	0				
CONCEPT DESIGN PHASE - SUBTOTAL FEE	\$780	\$2,240	\$5,120	\$5,180	\$4,320	\$2,015	\$6,850	\$910	\$0	\$300	\$0	\$26,875		\$425.00	\$27,100



**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
March 22, 2010
7:30 p.m.**

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

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

By Staff:

- 1. Approve Regular Council Meeting Minutes - March 1, 2010
- 2. Approve Claims Ordinance 2869
- 3. Approve the 2010 American Red Cross Aquatic Examiner Service Agreement as written.

By Committee:

- 4. Authorize the Mayor to sign a Letter of Support for the Johnson County Transit Strategic Plan (Council Committee of the Whole Minutes - March 1, 2010)
- 5. Approve an Ordinance amending Chapter XI of the Prairie Village Municipal Code entitled "Public Offenses and Traffic" by amending Article 2 entitled "Local Regulations" by amending Section 11-201 entitled "Disturbing the Peace" and Section 11-203 entitled "Same; Exemptions" (Council Committee of the Whole Minutes - March 1, 2010)
- 6. Authorize the Mayor to sign a Resolution of Support for the Adaptive Growth Scenario as the basis for the Region's Long Range Transportation Plan entitled "Transportation Outlook 2040" (Council Committee of the Whole Minutes - March 1, 2010)

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

March 22, 2010

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
March 1, 2010**

The City Council of Prairie Village, Kansas, met in regular session on March 1, 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, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

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

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

PUBLIC PARTICIPATION

Cooper Weeks, 4000 West 66th Street, addressed the Council with concerns regarding damage to his property by vehicles driving over his yard while picking up and dropping off students at Prairie Elementary School. Mr. Weeks shared pictures of the damage, noting that the lazy back curbs make it easy for cars to travel up onto his yard without realizing they are doing so. In addition to the damage to his yard, he has had to replace several sprinkler heads. He has spoken with both school officials and the City's Police Department. He would like to have a "No Drop Off" sign posted on his property.

Chief Jordan responded this is a common problem in residential areas surrounding schools. He stated any signage would have to apply to an entire street, not only to an individual property. Laura Wassmer noted the police department's efforts to redirect traffic Briarwood and asked if anything used in that situation could be applied to this situation. Sgt. Roberson stated they worked with the principal who sent out a request in the school newsletter and looked at making one side of the street a "no parking" area.

Al Herrera noted there are similar problems on 67th Street. He talked with the principal who said he would send out information in the school's newsletter. Mr. Herrera suggested closing off the bridge the opening and closing of school. Mr. Weeks stated he did not want to close the bridge.

Diana Ewy Sharp asked Keith Bredehoeft if there was any street work planned for this area that could change the curbs. Mr. Bredehoeft noted the curbs could be redone as part of the concrete repair program without any related street project and said he would look into the possibility.

Charles Clark suggested working through the PTA. Mr. Cooper stated that either signage or a change to the curb would help address the problem.

CONSENT AGENDA

Michael Kelly moved the approval of the Consent Agenda for Monday, March 1, 2010:

1. Approve Regular Council Meeting Minutes - February 16, 2010
2. Ratify the appointment of Thomas M. O'Brien to the Environment/Recycle Committee to complete the unexpired term of Toby Goetz ending April, 2013
3. Approve the agreement with the Mid-America Regional Council (MARC) for funding operations of Operation Green Light Traffic Control systems (OGL) in Prairie Village in the amount of \$24,860.06

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

MAYOR'S REPORT

Mayor Shaffer represented the City at the Heavy Contractor's Dinner, Kiwanis Conference in Branson, the National Area Regional Councils (NARC) Conference in Washington, D.C., attended the Overland Park Chamber Breakfast and was privileged to serve as MC at an Eagle award presentation at Troop 299.

COMMITTEE REPORTS

Council Committee of the Whole

COU2010-08 Consider Service Agreement for 2010 and 2011 Materials Testing with Professional Service Industries, Inc.

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the 2010 and 2011 Materials Testing Service Agreement with Professional Service Industries, Inc. (PSI). The motion was seconded by Ruth Hopkins and passed unanimously.

Community Center Sub-Committee

David Belz reported the committee met and finalized the Request for Proposal (RFP) which is being sent out to 32 firms. The committee, together with representatives of the school district and Johnson County Park District will review submittals due April 1st and select three to five firms to interview.

STAFF REPORTS

Public Works

- Keith Bredehoeft reported he and Quinn Bennion met last week with representatives of the Overland Park Public Works Committee regarding the proposed changes for Nall. They will also be holding public meetings to get residential input on the proposed project.
- Bond pre-construction meetings will be held next week. Utility companies have been working on the relocation and identification of utilities. Letters will be sent to affected neighborhoods in the next few weeks.
- The brick crosswalks are scheduled to be replaced after the close of the school year during weekends. The work will be done by the bond contractor.
- Keith Bredehoeft encouraged the Council to check the "Orange Barrel Report" on the City's website for status and updates on projects.

Dale Beckerman asked if the crosswalk would be colored and stamped. Mr. Bredehoeft responded it would not be colored or stamped. Quinn Bennion asked if only the 75th Street crosswalk was being done. Mr. Bredehoeft responded the crosswalks at 75th, 77th, 79th and Somerset are all deteriorating and will be replaced.

Diana Ewy Sharp asked for the projected cost of the work. Mr. Bredehoeft stated there is \$130,000 in the budget for this work.

Administration

- Chris Engel stated he would be making a presentation before the MARC Transportation Board on the TE Grant application submitted by the City for a trail connecting Porter Park, the Village Shops and Windsor Park. MARC will make a recommendation to KDOT, who will award the grants later this summer.
- Dennis Enslinger reported Lane4 will be at the March 22nd meeting to discuss their plans for the Corinth and Prairie Village Shopping Centers and CID funding.
- The Bank of America in Corinth Square will be closing in June.
- BRGR Kitchen & Grill will have a ribbon cutting ceremony on March 10th
- The City will be receiving stealth communication facility applications in the upcoming months in conformance with the new wireless communication facilities ordinance.

Michael Kelly asked about the boxing club going into the shopping center on State Line Road. Mr. Enslinger responded it is considered an athletic facility and allowed under the existing zoning for the center.

- Karen Kindle reported the City is now operating "live" on the budgeting and accounts receivable modules of the financial software and will be going "live" on the building permits and licensing modules next week.
- Quinn Bennion stated he would be out beginning next Thursday until March 22nd for vacation and attending the National League of Cities Conference in Washington, D.C.
- Primary elections for Ward 4 are being held tomorrow

- The Kansas City Business Journal reported that OPUS Northwest is for sale. He is unsure of the implications on the potential redevelopment of the Meadowbrook property, but does not see it being favorable.

Quinn Bennion stated he, Karen Kindle and Mayor Shaffer met last week with Johnson County Appraiser Paul Welcome to review the appraisal results for the City. Information has been distributed to the Council and the entire report is available on the City's website. The Country's residential new construction increased only .98% while reappraisal growth fell 2.49%. Commercial new construction increased 2.48% while reappraised growth fell 10.23%.

Mayor Shaffer announced that appraisals were being mailed out to residents by the county this week.

Karen Kindle stated for the City of Prairie Village the estimated assessed value for 2011 is 1.9 percent less than in 2010. This results in a projected loss of revenue of \$96,008.

Laura Wassmer asked why Mr. Welcome was projecting property values to remain low. Karen Kindle responded he does not see the market stabilizing and is fearful that ARM resets may result in more foreclosures.

Dale Beckerman asked how accurate Mr. Welcome's estimate was for 2010. Karen Kindle responded it was very close to the final figure.

Charles Clark noted although the Johnson County figures reflect a decrease of ten percent for commercial properties, the national figures reflect a forty percent decrease. Mayor Shaffer added Prairie Village did well compared to some other area cities, noting that the City of DeSoto had the greatest decrease in appraised value.

HB2221 - State Smoking Ban

Katie Logan stated the Legislature has passed statewide “no smoking” legislation, which the Governor has said he would sign. The bill allows local ordinances to be more restrictive in their regulations than the State with the most restrictive regulations applying. Ms Logan stated the bill is very similar to the Prairie Village ordinance. Both regulations ban smoking in public work areas, in public places and meetings. They both also include a ten foot buffer area of the outside entrance as part of the banned area. The state regulations have several more exceptions than provided by the City’s ordinance. As the more restrictive to the two regulations, the City’s ordinance would govern.

OLD BUSINESS

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

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	03/02/2010	7:00 p.m.
Tree Board	03/03/2010	6:00 p.m.
Jazz Fest Committee	03/03/2010	7:00 p.m.
Sister City Committee	03/08/2010	7:00 p.m.
Communications Committee	03/09/2010	5:30 p.m.
Parks & Recreation Committee	03/10/2010	7:00 p.m.
Council Committee of the Whole	03/22/2010	6:00 p.m.
City Council	03/22/2010	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Lynn Hodgman during the month of March. The reception will be held on March 12th from 6:30 to 8:30

The Primary Election for Ward 4 is on Tuesday, March 2nd. Don't forget to vote!

The March 15th Council meeting has been moved to March 22nd.

The annual large item pick-up is scheduled for April 24th.

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.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:20 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

 March 15, 2010

Copy of Ordinance
2869

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
94097-94194	2/5/2010	292,585.53	
94195	2/10/2010	1,725.36	
94196-94232	2/19/2010	47,911.57	
94233-94257	2/24/2010	20,447.80	
94258-94260	2/26/2010	1,579.50	
Payroll Expenditures			
2/12/2010		234,502.91	
2/26/2010		240,531.74	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		428.78	
Marshall & Ilsley - Police Pension remittance		6,120.87	
Intrust Bank - fee		430.86	
KCP&L		7,976.54	
MHM - Section 125 admin fees		252.92	
Intrust Bank - purchasing card transactions		11,361.40	
Kansas Gas		3,528.20	
TOTAL EXPENDITURES:			\$ 869,383.98
Voided Checks			
Elmer Zavala	# 93916	(237.40)	
TOTAL VOIDED CHECKS:			(237.40)
GRAND TOTAL CLAIMS ORDINANCE			869,146.58

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

Passed this 15th day of March 2009.

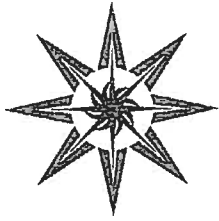
Signed or Approved this 15th day of March 2009.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



ADMINISTRATION DEPARTMENT

City Council Meeting Date: March 22, 2010

Consent: Consider 2010 Aquatic Examiner Contract with American Red Cross

RECOMMENDATION

RECOMMEND THE CITY COUNCIL APPROVE THE 2010 AMERICAN RED CROSS AQUATIC EXAMINER SERVICE AGREEMENT AS WRITTEN.

BACKGROUND

The City contracts with the American Red Cross to participate in the Aquatic Examiner Program. The contract ensures that all lifeguards are trained or recertified in two classes: 1) Lifeguard & CPR for the Professional Rescuer and 2) Water Park Training. The contract also requires the entire pool complex to undergo three unannounced onsite evaluations in which lifeguards are tested on guarding and CPR skills.

FINANCIAL IMPACT

The American Red Cross contract fees break down as follows:

<i>Lifeguard & CPR for the Professional Rescuer Challenge</i>	
40 staff x \$70.00 per staff (estimate)	\$2,800
<i>Water Park Bridge Part II Training</i>	
30 staff x \$15 per staff (estimate)	\$ 450
Three on-site evaluations with video surveillance	\$ 850
Total	\$4,100

Funding has been budgeted in the 2010 Pool budget.

ATTACHMENTS

Aquatic Examiner Services Agreement

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 3/16/2010

This agreement is made and entered into on **Tuesday, February 23, 2010** , by and between the Greater Kansas City Chapter of the American National Red Cross, having its principal address at 211 W. Armour Blvd, Kansas City, Missouri 64111 and an aquatic facility with its principal address at: **PRAIRIE VILLAGE, CITY OF**

**7700 MISSION RD
PRAIRIE VILLAGE , KS 66062**

I. RED CROSS AGREES TO:

Provide to the Facility one or more parts of the American Red Cross Aquatic Examiner Service as identified below (by initials of an authorized Facility representative in the spaces provided). For the purpose of this Agreement, the aquatic examiner service shall mean the Red Cross service as defined fully in Section 4 of the Aquatic Examiner Service Handbook published in 2007, and as amended from time to time, a copy of which has been provided concurrently with this Agreement and the provisions of which are incorporated herein by reference (Aquatic Examiner Service Handbook, Section 4).

A. Initial Conference: (Initial here if selected). A Red Cross Aquatic Examiner Service Administrator will tour the Facility and review the Facility's policies and procedures and emergency action plans as described in the Aquatic Examiner Service Handbook, Section 4. Within two weeks, the Red Cross will provide a report identifying the results of the conference and suggestions for improvement.

B. Lifeguard and support personnel training: As described in Aquatic Examiner Service Handbook, Section 4, the Red Cross will assist the Facility with:

- (1) Annual or preseason orientation and training (Initial here if selected);
- (2) Annual Red Cross training^x (Initial here if selected);
- (3) In-service training^x (Initial here if selected).

C. On-site lifeguarding evaluations^x (Initial here if selected). The Red Cross will administer unannounced on-site evaluations to specifically review the activities identified in the Lifeguard Skills Evaluation Checklist. A copy of this checklist has been provided concurrently with this Agreement and the provisions of which are incorporated herein by reference.

II. THE FACILITY AGREES TO:

Comply with all facility Aquatic Examiner Service requirement as set forth in the Aquatic Examiner Service Handbook, Section 4 including but not limited to:

- A. Accepting responsibility for all activities associated with developing and implementation its own operation and emergency procedures.
- B. Maintaining on a current basis all applicable government permits or licenses to operate the Facility.
- C. Granting permission for Red Cross access to the Facility as necessary in order to conduct the initial conference, lifeguard and support personnel training, and on-site lifeguarding evaluations as applicable.
- D. Assuring that to the extent the Facility elected annual or preseason orientation and training, annual Red Cross training, and/or in-service training that the relevant Aquatic Examiner Service requirements as outlined in the Aquatic Examiner Service Handbook, Section 4 are provided to Facility staff.

III. COMPENSATION

A. Upon invoicing, the Facility will provide compensation to the Red Cross for Aquatic Examiner services for each Facility location at the following rates net 30 days. Failure to pay will result in termination.

B. Rates: See enclosed "Summary of Services" and chapter pricing list.

IV. USE OF RED CROSS NAME AND EMBLEM

Subject to full compliance with the Aquatic Examiner Service, the Facility shall have the right to use the Red Cross name and emblem (consisting of a red Greek cross) solely to acknowledge that the Facility has participated in the Red Cross Aquatic Examiner Service. Such acknowledgment shall only take the form of: Proud participant of the American Red Cross Aquatic Examiner Service.

With the exception of the foregoing paragraph, the Facility acknowledges and agrees that nothing in this Agreement shall constitute a license or permission for the Facility to use the American Red Cross name or Red Cross emblem in connection with the Facility's business, facilities, employees or any Facility information, marketing or advertising materials (whether in print, electronic, or digital form).

V. INDEPENDENT CONTRACTORS

In performance of all duties and obligations under this Agreement, it is mutually understood and agreed that the Facility and the Red Cross are independent entities, are not related and are not to be considered the agent, servant, partner, employee or joint venturer of the other party.

VI. ASSIGNMENT

This Agreement shall not be assigned or the services subcontracted by either party without the prior written consent of the other party.

VII. CONFIDENTIALITY

Red Cross and the Facility acknowledge and agree that if during the term of this Agreement confidential information (as identified by the party providing the information) is disclosed by one party to the other, each party shall hold all such confidential information in the strictest confidence and shall not voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such confidential information or any portion thereof without the express consent of the other party or unless compelled by subpoena, court order or other lawful means.

VIII. TERM

Subject to sections IX and XIII below, this Agreement shall be in effect for one year from the date first written above. This Agreement shall not be renewed without the written consent of the Red Cross.

IX. CANCELLATION

Either party may cancel this Agreement for any reason by providing 30 days advance written notice to the other party.

X. INDEMNITY AND HOLD HARMLESS

Facility agrees to indemnify, defend, and hold harmless the Red Cross and its directors, officers, agents, volunteers, and employees against any and all claims, demands, damages, lawsuits, penalties, administrative proceedings, judgements, costs or expenses, including attorneys' fees, resulting from, or arising out of the acts or omissions of either party in connection with the Facility, its operations, or the performance or breach of this Agreement. The foregoing notwithstanding, Facility shall have no obligation to indemnify or hold harmless the Red Cross, its directors, officers, agents, volunteers and employees if it has been determined by the final order of a court of competent jurisdiction that a proportion of the liability thereof was caused by the willful misconduct or negligent activity of the Red Cross, its directors, officers, employees, volunteers or agents, in which case, the Red Cross shall be responsible solely for its proportionate share of the liability.

This clause survives termination of this Agreement.

XI. EXCULPATORY CLAUSE

It is understood and agreed that wherever in this agreement the term Red Cross is used it shall mean the chapter of the American National Red Cross; that said chapter is a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S. Code 1 et seq); and that all obligations of the Red Cross under this Agreement shall be undertaken and completed exclusively by said chapter and solely at the expense of the chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the chapter.

XII. LIMITATION OF RED CROSS LIABILITY

Each party understands and agrees that:

A. The Aquatic Examiner Service and the Red Cross's obligations there under are based solely upon the Red Cross lifeguard training and evaluation activities in the Aquatic Examiner Service Handbook as selected by the Facility and set forth in Section I of this Agreement. Accordingly, any review or suggestions offered by the Red Cross, its employees or agents with respect to the Facility, any operations or procedures thereof, or the Facility's lifeguarding equipment shall not be construed as approval of, or certification with respect to, the safe design, operation or function of the Facility or its equipment by the Red Cross. Participation by the Facility in the Aquatic Examiner Service does not guarantee that (i) the Facility will be accident free; (ii) the operation of the laws, codes, or ordinances. The Red Cross is not responsible for the acts or omissions of the Facility, its agents, contractors or employees. The rights and obligations of the Red Cross under this Agreement to provide initial conference, lifeguard and support personnel training, or on-site lifeguarding evaluations as described in the Aquatic Examiner Service and selected by the Facility in Section I of this Agreement or review of any Facility lifeguarding equipment or physical aspect of the Facility shall not constitute an undertaking on behalf, or for the benefit, of the Facility or others.



Aquatic Examiner Service Agreement

B. No supervisory activities will be performed by Red Cross. The Red Cross assumes no authority or obligation to make changes in Facility's operations or to have the Facility implement suggestions of the Red Cross. Suggestions made by the Red Cross to the Facility relate only to specific conditions and lifeguarding procedures observed by Red Cross while at the Facility's aquatic site (pool, lakefront, etc) pursuant to the Aquatic Examiner Service. It is the Facility's sole responsibility to decide whether or not to follow suggestions made by the Red Cross, its agents or employees in the context of Aquatic Examiner Service.

XIII. TERMINATION

Failure to comply with the terms and conditions of this Agreement or the Aquatic Examiner Service may be interpreted as cause for immediate termination of the Agreement. Termination shall be effective upon written notice delivered to the other party.

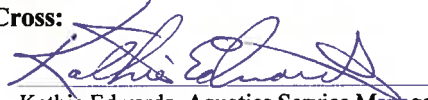
XIV. LIMITATION OF WARRANTIES

With respect to the Red Cross, the foregoing is in lieu of all other warranties of merchantability and fitness for a particular purpose or otherwise and for all liability for special, indirect or consequential damages, including lost income or profits, even if the Red Cross has been advised of the possibility of such damages.


In witness whereof, the parties have entered into this agreement as of the date first above written. By signing this agreement, the individuals indicate that he or she has the authority to sign this agreement.

Greater Kansas City Chapter of the National American Red Cross:


Warren Hawblitzel, Director of Health Services


Kathie Edwards, Aquatics Service Manager

Facility Authorized Representative:


Printed Name, Title


Signature





Summary of Services Request

Facility: PRAIRIE VILLAGE POOL	Contact: CHRIS ENGEL		
Organization: PRAIRIE VILLAGE, CITY OF	Email: CENGEL@PVKANSAS.COM		
Street: 7700 MISSION RD	City: PRAIRIE VILLAGE	State: KS	Zip: 66062
Phone: (913) 381-6464	Phone:	Fax: (913) 381-7755	

Initial Conference: Cost

- Initial Conference-New Client:** *Write in a date with a two-hour time slot for us to meet with you regarding your facility before June 7th:* **\$0.00**
- Initial Conference-Return Client:**
- Initial Conference-Adt'l Facility:**

In-Services:

Professional Services In-Service: *Write in a staff in-service date with one-hour time slot before June 11th:* June 1st **FREE**

In-Services Details: **\$0.00**

Write in dates and times of in-services you would like us to lead:

Exams:

- Full Exam(s) w/ Video:** **Number of Full Exams:** 3 **\$850.00**
- Full Exam(s) No Video:**
- Exam Component(s):** **\$0.00**

Additional Requests:

Additional Trainings: *Lifeguard Challenges (est 40 staff x \$70=\$2800); Waterpark Bridge Pt II (est 30 staff x \$15*=\$450) *Difference between challenge and bridge cost. Participants must complete a course or challenge in 2010 from chapter staff to receive Watermark Cert* **\$3,250.00**

Mileage Summary: N/A **\$0.00**

Total Cost: \$4,100.00

Comments:

*The Summary of Services Request does not include re-testing fees that may be applied during the implementation of the Aquatic Examiner Program. Re-testing costs are \$100 per re-test visit. You may contact our office for more details or questions regarding this cost.

*Facilities under certain insurance programs may receive specific reimbursements or incentives for successfully completing the Aquatic Examiner program, please contact your insurance company for more details.

American Red Cross Contact(s):

Kathie Edwards, Service Manager	211 W Armour Blvd
Office: (816) 841-5233 Cell: (816) 536-1838	Kansas City, MO 64111
Email: edwardsk@arckc.org	Fax: (816) 561-7680

COUNCIL COMMITTEE OF THE WHOLE
March 1, 2010

The Council Committee of the Whole met on Monday, March 1, 2010 at 6:00 p.m. The meeting was called to order by Council President Michael Kelly with the following members present: Mayor Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Staff members present: 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.

COU2010-08 Consider Service Agreement for 2010 and 2011 Materials Testing Program with Professional Service Industries, Inc.

Keith Bredehoeft stated that last year Professional Service Industries, Inc. was selected as the low bidder to provide materials testing services for the City. PSI performed very well last year and staff has contacted them regarding providing these services in 2010 and 2011 as the bond projects will extend into 2011. PSI has agreed to perform these services at the same rate bid for 2009. Funding for this program is budgeted in each individual project.

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

**MOVE THE GOVERNING BODY APPROVE AN AGREEMENT
WITH PROFESSIONAL SERVICE INDUSTRIES, INC. TO PROVIDE
MATERIALS TESTING SERVICES FOR THE CITY DURING 2010
AND 2011.**

**COUNCIL ACTION TAKEN
03/01/2010**

COU2010-09 Consider Letter of Support for Johnson County Transit Strategic Plan

Dennis Enslinger stated Johnson County Transit and the Board of County Commissioners have adopted a Johnson County Transit Strategic Plan outlining a number of improvements to the existing transit system within Johnson County. This is a multiple year plan with improvements that will have a significant impact on available transit services to the residents of Prairie Village. The 75th Street corridor service will help meet the transportation goals outlined in Village Vision. In addition, public transit would also provide the opportunity for increased redevelopment along the 75th Street Corridor as identified in Village Vision.

Johnson County Transit is asking the City to sign a Letter of Support for the proposed plan and support the implementation of two grant applications:

- Tiger Grant Application which will help implement the Metcalf and SMP Corridor projects. This grant application was recently awarded by DOE.
- The JCT CMAQ Grant Application which will help support the implementation of the expanded service on Metcalf, SMP and 75th Street.

Mr. Enslinger stated both of these projects will benefit the City. He advised that Johnson County is not requesting a financial commitment as part of this request. However, it should be noted that to help facilitate implementation of the 75th Street Corridor Transit project the County may request, at a future date, funding to construct and maintain such items as bus-turn-ins or bus shelters.

Alice Amrein, Director of Johnson County Transportation, reviewed briefly the Johnson County Transit Strategic Plan recently completed. Currently, Johnson County Transportation only provides services within the county. The strategic plan provides services outside the county and truly addresses the need for public transportation. Ms Amrein noted the demographics of the area show that within 20 years, ___ percent of the population will be over 75 years of age and will require other mobility options. She added that currently disabled individuals make up 72% of their ridership.

Diana Ewy Sharp asked if they planned to place transportation shelters along 75th Street. Ms. Amrein responded they do plan to build shelters, but are not planning any "park & ride" areas. She added they are being diligent in seeking grant funding wherever possible.

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

**MOVE THE GOVERNING BODY AUTHORIZE THE MAYOR
TO SIGN A LETTER OF SUPPORT FOR THE JOHNSON
COUNTY TRANSIT STRATEGIC PLAN
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Discussion on City Priorities for 2010

Quinn Bennion stated this item is a follow up from the City Council retreat/worksession on February 6th. During that meeting, the Council discussed 6 of the 10 programmatic initiatives included in Village vision. The other four initiatives were to be discussed at future council committee meetings. Mr. Bennion advised that it may be difficult to adequately discuss and prioritize the initiatives at upcoming meetings without holding a special

meeting as upcoming agendas are very full and budget discussions will begin soon.

Staff is seeking direction/prioritization of the initiatives they are currently handling. The current initiatives staff is involved with is as follows:

- Budget preparation 2011
- Springbrook software implementation and training
- Integraph software implementation (PD) and training
- Court software selection, implementation and training
- E-ticketing software, implementation and training
- CID discussions with Lane4 for Village and Corinth shops and possible establishment of a developer agreement
- Solid waste contract changes
- Nall Ave. project and public outreach
- Website renovation
- Community Center Feasibility study - RFP and process
- \$9M of accelerated capital projects (5 years of projects in 2 years)
- Revise and approve a Capital Improvement Project budget to reflect added projects and bonding schedule
- Two or more substantial park improvements (Franklin & Weltner)
- Selection of city's banking services - RFP
- JazzFest support
- Initiate discussions with Meadowbrook and adopt a position statement
- Implementation of the County's new radio system (PD & PW)
- Additional staff involvement in planning services
- 75th St. project (maintenance and/or streetscape)
- Insurance renewal with possible change of workers comp approach
- Multipurpose Room enhancements
- City Hall /PD entry and patio design project
- Energy audit of city facilities and upgrades
- TE trail grant application and presentation
- Implementation of PV notify communications
- Upcoming wireless communication facility application(s)
- Selection of document imaging software and conversion
- Selection of new phone system & voicemail and conversion

The following list contains items that were discussed at the February 6th session, but are not currently being addressed by staff.

- Organize Ward meetings
- Upgrade involvement with the Homes Association Committee
- Establish or reenergize dormant homes associations where they do not currently exist
- Create neighborhood design style guidelines and architectural review process
- Develop form based codes and comprehensive plan amendments
- More effective use of social networking to communicate with residents

- Reestablish / strengthen the Island Committee & develop plan for island statutory maintenance
- Organize the Tour de Prairie Village bike race / fundraiser
- Rental licensing program to include interior inspections
- Explore the reestablishment of the Prairie Village Development Council
- Develop a plan/process for former school site (if available)
- Explore a more proactive approach to the location of wireless tower facilities in PV and on city property
- Research the possibility of joining the Easy Ride program for transportation of seniors and special needs residents
- Explore the purchase of the city's street light and traffic signal system
- Develop a plan for parks plan funding and more park/green space
- Program to encourage neighborhood block parties
- Review and update the Employee Personnel handbook
- Review and update the City Code book

Mr. Bennion asked Council to review the lists and indicate if there were any items that are not now being addressed that the Council feels staff should be addressing.

Michael Kelly stated he felt the remaining four initiatives needed to be discussed prior to determining any priorities and suggested they be discussed at the next three meetings. Quinn Bennion stated the agenda for the March 22nd meeting is full including presentations by JazzFest Committee, Lane4, the police radio system and the website. The April meetings will begin budget discussions.

David Belz confirmed the movement of an item from the second list to the first list would be done as a replacement. Diana Ewy Sharp stated he has been helpful to see the items underway listed. However, she agreed with Mr. Kelly that the other four initiatives need to be discussed prior to any prioritization.

Ruth Hopkins asked what the status of the items on second list. Mr. Bennion replied these have been identified, but staff is unable to address at this time. Mrs. Hopkins noted that some of the items, such as sculpture inventory, could be done by volunteers. Mr. Bennion agreed but noted it would require staff to organize and coordinate those volunteers.

Michael Kelly stated he felt the other items could be discussed even if it required meeting after a Council meeting.

David Belz reminded the Council that it took three hours under the direction of a skilled facilitator that kept them moving to get six items discussed. He questions the ability to do four items without the level of expertise and direction that was provided at the worksession in an evening.

Dale Beckerman asked if councilmembers felt Mr. Morgenstern needed to be brought back for another couple of hours. He stated he does not want to start these discussions at 9 o'clock in the evening after two meetings. He would prefer to do it on a separate day.

Charles Clark stated this prioritization is being done for staff and benefit and is not directly tied to the budget.

Steve Noll suggested the items be taken one at a time on separate meeting agendas.

Dale Warman stated the items do need to be prioritized with the additional four initiatives discussed.

Michael Kelly asked how staff would have presented the items if time was available at the last meeting. Mr. Bennion responded the history/information would be presented by staff and discussed by Council. Mr. Kelly stated he felt it was necessary to bring back Mr. Morgenstern for an additional two hours.

Council members felt it would be best handled at a separate evening meeting. Mayor Shaffer noted the date would depend on Mr. Morgenstern's availability and noted that additional costs would be incurred.

Quinn Bennion stated he would contact Mr. Morgenstern as to his availability on a non-council Monday evening in April.

COU2010-07 Consider Amending Chapter XI of the Prairie Village Municipal Code entitled "Public Offenses and Traffic"

Chief Wes Jordan presented proposed amendments to the current "Disturbing the Peace" ordinance that includes:

- A requirement to be reinstated for the City Clerk to issue permit(s) for amplified sounds prior to use in an "outdoor venue".
- Exempting special events that are sponsored by the City of Prairie Village and approved by the City Council.

Chief Jordan said the Police Department recommends the changes to address enforcement confusion during City sponsored events. He noted the City had previously required an amplified sound permit, but the language was inadvertently omitted during an earlier code revision. The City Attorney has reviewed and approved the proposed revisions.

Dale Beckerman asked how "loud noise" is defined. Chief Jordan responded noise that is "excessive & unreasonable" determined by the police officer.

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

**MOVE THE GOVERNING BODY APPROVE AN ORDINANCE
AMENDING CHAPTER XI OF THE PRAIRIE VILLAGE MUNICIPAL
CODE ENTITLED "PUBLIC OFFENSES AND TRAFFIC" BY
AMENDING ARTICLE 2 ENTITLED "LOCAL REGULATIONS" BY
AMENDING SECTION 11-201 ENTITLED "DISTURBING THE
PEACE" AND SECTION 11-203 ENTITLED "SAME; EXEMPTIONS"
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

**COU2010-10 Consider Resolution Regarding MARC 2040 Long Range
Transportation Plan**

Dennis Enslinger reported as part of Federal Transportation requirements, the Mid-America Regional Council (MARC) has been working on a Long Range Transportation Plan called Transportation Outlook 2040. The Long Range Transportation Plan is a planning document.

As part of the Long Range Transportation Plan process the City of Prairie Village has submitted a number of projects to be considered for inclusion in the Mid-America Regional Council Long Range Transportation Plan (2040) improvements. The projects include; Brush Creek Trail Improvements, Mission Road Improvements, Roe Ave. Bicycle and Trail Project, and W. 75th Street Improvement.

Prior to establishing transportation project priorities, the plan needs to establish a regional population and employment forecast. Through a large public input process, the Technical Forecast Committee has created two growth scenarios showing alternative ways of accommodating the region's expected growth: the Baseline Scenario and the Adaptive Scenario. MARC staff attended a City Council meeting in November of 2009 and presented proposed scenarios. .

The Adaptive Scenario is more supportive of the goals and policies outlined in Village Vision. For example, the Adaptive Scenario calls for developing local and regional policies to promote the development and redevelopment of commercial areas into mixed-use centers along corridors making them more walkable, bikeable, and easily served by transit. This parallels goals and objectives identified as part of the Corinth Square redevelopment element of Village Vision.

In addition, under the Adaptive scenario, the proposed population and employment projections are considerably more favorable than those under the baseline scenario. Under the Baseline Scenario, Prairie Village is only predicted to grow by 620 jobs and 49 individuals over the 30 year period. Under the Alternative Scenario, Prairie Village is predicted to grow by 1,389 jobs and 4,171 individuals over the 30 year period.

On March 2nd, the MARC Board will be considering which scenario should be the basis for the Long Range Transportation Plan's population/employment projections. A number of

communities and organizations have approved resolutions or policy statements regarding the proposed adaptive scenario. Staff is recommending the Council adopt a resolution or policy statement regarding the proposed adoption of the Adaptive Scenario.

Dennis Enslinger stressed MARC has very limited authority on the development within an area. It does not have the ability to mandate action by cities. Diana Ewy Sharp stated the First Tier Suburbs Committee supports the adaptive scenario.

Ruth Hopkins asked if Overland Park had adopted a resolution. Mr. Enslinger responded each City is looking at the long range transportation plan differently. Landlocked cities see it differently than growth communities. He added this has been a good time for the region to address this issue as there is currently minimal development happening within the area. The report will be used in the allocation of transportation funds. Mrs. Hopkins stated it is important for the city to make its desires known.

Dale Warman stated this is an important document not only for cities in their future development, but also for utilities. He noted KCP&L is currently purchasing property for location of future utility lines. He strongly supports the adoption of a resolution.

Diana Ewy Sharp noted it is important to always have someone involved in the process and acknowledged Mr. Enslinger's active involvement.

Diana Ewy Sharp made the following motion, which was seconded by Ruth Hopkins:

**MOVE THE GOVERNING BODY AUTHORIZE THE MAYOR TO
SIGN A RESOLUTION OF SUPPORT FOR THE ADAPTIVE
GROWTH SCENARIO AS THE BASIS FOR THE REGION'S
LONG RANGE TRANSPORTATION PLAN ENTITLED
"TRANSPORTATION OUTLOOK 2040"**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Michael Kelly stated the presentation he heard indicated future maintenance by assessment of cities and shared sales tax or fees. Quinn Bennion responded the report simply identifies potential options for future funding. Dennis Enslinger added that input from the public have determined some of these options to be unfeasible.

Michael Kelly asked if there was any downside to adopting a resolution. Dennis Enslinger responded he does not see any. He added, if approved, the document could impact the distribution of grant funds. The ultimate goal is to increase density in identified areas.

David Morrison asked if this was a plan for density development. Mr. Enslinger responded it was not a plan, but a guide to place densities in appropriate area and thus be able to protect other areas; for example, Corinth Square and Metcalf Center have been identified for higher density development.

The motion was voted on and passed by an 11 to 1 vote with Michael Kelly voting "nay".

Update on the Home Owners Association Meetings and Public Comment Regarding Solid Waste, Recycling and Compostable Changes

Dennis Enslinger reminded the Council of the changes being implemented to the City's solid waste collection services starting in May, 2010. City staff met with Homes Associations to discuss these changes. Overall, the feedback from the residents has been positive. The main concerns expressed were in regard to the changes to the yard waste collection services. The concerns focus on the use of biodegradable paper bags and the limit on the number of items allowed to be placed for collection.

Under the proposed changes residents will be allowed to place eight items out for collection during the months of January, February, May, June, July and December. During the months of March, April, August, September, /October and November residents would be allowed twelve items.

Mr. Enslinger noted as part of the contract negotiations with Deffenbaugh Industries, a provision was included in the amended contract to allow the City to remove the restriction on the number of items during the high season months of March, April, August, September, October and November for an additional fee of \$0.27 per household per month. If the City would elect this provision the additional cost for 2010 would be \$26,730.

Based on resident feedback, staff is recommending the City Council approve the proposed change to the contract to allow for unlimited compostable material during the high-season months of the year. The Solid Waste Utility Fund has sufficient balance to cover the projected increase in cost. The additional cost would be recovered in 2011 when the new fees for residential waste management are set.

Ruth Hopkins stated it is difficult to say this isn't going to work, when it hasn't been tried and feels the City should try it before changing. She noted the long-term plan by the county calls for limiting bags everywhere and the City may not be able to opt out in the future.

Dennis Enslinger noted Prairie Village is the only City that has negotiated this option.

Steve Noll noted this is a major change on all fronts and feels the City should challenge its residents to meet it.

Laura Wassmer stated this option is not feasible in her situation as she has over 40 bags of leaves each year, as does many of her neighbors.

Andrew Wang agreed with Mr. Noll and Mrs. Hopkins that the regulations should not be changed. He confirmed that this is a weekly total and that additional bags could be purchased and collected.

David Belz stated the impact the landfill if we allow 40 bags at once or 40 bags over several weeks. He feels the City should ease into the program and allow the additional bags.

Andrew Wang stated that although it may not impact the landfill, there is an additional cost that will be incurred.

Dale Warman noted using the paper bags will decrease the amount of clippings significantly and should encourage people to start mulching.

Dale Beckerman supported trying the program at least for a year.

David Morrison stated he felt it was a step in the right direction to listen and act in response to the citizens.

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

**MOVE THE GOVERNING BODY NOT MAKE ANY CHANGES
TO THE NEGOTIATED CONTRACT FOR SOLID WASTE
SERVICES IN 2010**

Diana Ewy Sharp stated the City asked for the option to be able to respond to resident feedback and feels the City should listen to the response and make the change.

Andrew Wang asked how many people have responded against the bag limit. Mr. Enslinger responded a couple hundred. Steve Noll stated the only concern expressed when it was presented to the Prairie Village Homes Association was the size of the trash containers.

The motion was voted on with the following votes cast: "aye" Warman, Hopkins, Noll, Kelly, Wang, Beckerman; "nay" Herrera, Wassmer, Clark, Morrison, Ewy Sharp, Belz. The six to six tie was broken with Mayor Shaffer voting "aye" and the motion passed.

Dennis Enslinger announced there were be two more public meetings - March 23rd from 8 to 10 a.m. and March 27th from 2 to 4 p.m. There will also be a composting class held in April.

Chief Jordan confirmed that neighbors who were not using their allotment of bags could let their neighbors add to their bags.

Discussion regarding Ward Meetings

Quinn Bennion stated the 2010 budget includes funding for Ward meetings and asked for direction from the City Council on how it was determined which ward would have meetings, how they would be advertised, etc.

Diana Ewy Sharp stated she and David Belz would like to have a meeting for the 75th Place & Booth neighborhood involving Chief Jordan.

Ruth Hopkins stated they were done by request. Michael Kelly asked if there was a limit to the number of meeting allowed by a ward. Al Herrera noted there was very poor attendance at the ward meeting held in Ward 1. Laura Wassmer stated there needs to be a reason for the meeting such as an issue to be addressed.

Quinn Bennion stated the primary cost is the sending notification to all the residents. Steve Noll asked if notice could be placed in the Village Voice. Diana Ewy Sharp felt it was important to have a mailing directly to the residents. She noted it could be done bulk mail by postcards. Michael Kelly agreed

David Morrison suggested an possible insert in the newsletter. Mr. Bennion replied he would explore that but was not optimistic that it would be less costly. Dennis Enslinger noted requirements for bulk mail require a designated number of pieces of mail to be sent and it may be better to do a regular mailing.

Quinn Bennion suggested it may be more of a neighborhood meeting than a full ward if there was a specific neighborhood issue such as a cell tower. Steve Noll responded that he would not support a partial ward level meeting as councilmembers are elected by ward, he feels the meetings should be all inclusive. Dale Beckerman noted they could be defined as neighborhood or focus meetings.

Diana Ewy Sharp suggested having money in the budget to allow all wards to have meetings if desired and if not the money would simply be returned to the general fund. Laura Wassmer stated initially three were budgeted each year.

STAFF REPORTS:

Public Safety

- Chief Jordan provided an update on the 75th & Booth neighborhood, advising that the tenants had not yet moved.
- In response to the Waldo rapist, Chief discussed some of the activities being conducted by the city's crime prevention officer and department such as security inspections, self-defense classes, etc. The department is working cooperatively with area cities.
- The Kansas City Running Company had a successful run last Saturday in support of the Shawnee Mission East Drum Corps.
- Brighton Gardens has requested a street race for the Parkinson Foundation to coincide with the car show on April 17th. The route has not been determined, but it will be focus on the area around the village.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, Council President Michael Kelly adjourned the meeting at 7:25 p.m.

Michael Kelly
Council President

MAYOR'S ANNOUNCEMENTS

March 22, 2010

Committee meetings scheduled for the next two weeks include:

Environmental Recycle Committee	03/24/2010	7:00 p.m.
Council Committee of the Whole	04/05/2010	6:00 p.m.
City Council	04/05/2010	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Lynne Hodgman during the month of March.

Recreation memberships will go on sale in the City Clerk's office on April 1st. The pool will open on May 29th.

Deffenbaugh will begin delivering the new trash and recycling containers to residents in April in preparation for the changes in May. There will be two informational meetings about the changes this week in the multi-purpose room at City Hall. The first is on Tuesday March 23rd from 7 - 9 p.m. and the second one will be Saturday, March 27th from 2 - 4 p.m.

The annual large item pick-up has been scheduled for April 24th.

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

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
March 22, 2010

1. Planning Commission Minutes - February 2, 2010
2. Thank You card for Max Hopper donation
3. Mark Your Calendars
4. Committee Agenda

**PLANNING COMMISSION MINUTES
FEBRUARY 2, 2010**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 2, 2010 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Nancy Wallerstein, Randy Kronblad and Nancy Vennard.

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

APPROVAL OF MINUTES

Randy Kronblad asked the word "has" to be removed from the third to last paragraph on page 7 of the minutes. Nancy Vennard moved for the approval of the minutes of December 8, 2009 with the correction noted. The motion was seconded by Nancy Wallerstein and passed unanimously.

PUBLIC HEARINGS

Chairman Ken Vaughn reviewed the rules of procedure for public hearings.

**PC2010-01 Proposed Amendment to Section 19.30.00G and 19.34.020K
Increasing the maximum height of utility boxes from 54 to 56 inches.**

Dennis Enslinger reported that WaterOne has requested that the City consider amending its maximum height for utility boxes. Under the current code, utility boxes greater than fifty-four inches in height require the approval of the Planning Commission through a Conditional Use Permit while those less than fifty-four inches are approved at staff level. The Planning Commission authorized the public hearing on the proposed revision at their meeting on December 8th.

WaterOne is seeking to install a combination electrical meter/disconnect box at several locations throughout the City. The standard KCPL electrical pedestal is fifty-six inches in height and may not be altered because of the UL rating. The proposed unit is more compact than installing a separate electrical meter and a separate disconnect box.

Two sections of the code would need to be amended to allow for the installation of the proposed boxes. Section 19.30.055 "Specifically Listed Conditional Uses" Paragraph G entitled "Utility Boxes" would change the height dimension requiring Conditional Use Permits from larger than fifty-four (54) inches to larger than fifty-six (56) inches. Section 19.34.020 "Other Accessory Uses" would amend Paragraph K changing the height

dimension for staff approval from not more than fifty-four (54) inches to “not more than fifty-six (56) inches.

Chairman Ken Vaughn opened the public hearing for comments. No one was present to address the Commission and the public hearing was closed at 7:07 p.m.

Bob Lindeblad moved the Planning Commission approve PC2010-01, the proposed amendments to the Prairie Village Municipal Code Section 19.34.020(K) and 19.30.055(G) as presented and forward them with a recommendation for approval to the Governing Body. The motion was seconded by Nancy Wallerstein and passed unanimously.

**PC2010-100 Request for Sign Approval
77th & Delmar**

Dan Jensen, 8505 Reinhardt Lane, addressed the Commission on behalf of the Shawnee Mission East Baseball Team and was requesting approval of an amended site plan for sign approval. They want to offer corporate sponsors the ability to place banners on the outfield fence of the Shawnee Mission East baseball field. His concern with the staff report is the allowable size would not be visible from the dugout or stands. The banners would go up in late March/early April and be taken down in June to coincide with the school baseball season.

Bob Lindeblad asked how many banners he expected. Mr. Jensen replied in some cases they cover the entire outfield. Mr. Lindeblad asked if he thought six would be enough. Mr. Jensen thought it would be sufficient.

Ron Williamson noted the City’s sign regulations on size were written to be in compliance with the ACLU lawsuit and stressed all temporary signs must be treated the same.

Dennis Enslinger noted the sign ordinance does not specifically address sign plans for educational institutions, therefore, staff reviewed this application as a site plan approval under Section 19.32.025H which addresses the “location, height, size, materials and design of all proposed signage”. This was the process followed by the Commission in the review of an earlier application for approval of the football memorial sign.

Mr. Enslinger stated staff views the samples of possible signage submitted by Mr. Jensen as commercial in nature; allowing sponsoring businesses to have their names and corporate logos on the signage.

There are several sections of the zoning code sign provisions that are related to the requested signage. Section 19.48.012 “Prohibited Signs” E. prohibits Off-Site Signs. The determination the Commission has to make is how much of the sign is corporate sponsorship and how much is advertising for the event.

The applicant has indicated the baseball team would like to have corporate advertising be as much as 100% of the banner or sign. Section 19.48.012.E. prohibits the use of off-site signage. If the commercial signage is exterior to a building or structure it must be related to business/service on the site. Having commercial establishments or products advertise on property not directly related to that business/service is prohibited under the definition of off-site signage.

This issue is not addressed by the existing Sign regulations applicable to Public Churches, Synagogues, Schools and Community Buildings (19.48.020A)

As Mr. Williamson noted, Section 19.38.015L establishes the regulations for all temporary signs as follows:

19.48.015 Regulations Applicable to All Districts.

L. Temporary Signs.

2. Regulations:

Temporary signs may be posted on property in all Zoning Districts of the City, subject to the following requirements:

- a. The total square footage for temporary signs in any district, in the aggregate, shall not exceed forty-eight (48) square feet, with no individual sign exceeding sixteen (16) square feet. The total square footage of a sign is measured to include all of the visible display area of only one side of the sign and only the area of one side of a double sided sign is included in the aggregate calculation.*
- b. Signs shall not exceed five (5) feet in height measured from the average grade at the base of the sign.*
- c. No sign shall obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.*
- d. No sign shall be illuminated or painted with light-reflecting paint.*
- e. A sign shall only be posted with the consent of the property owner or occupant.
Signs posted in the public right-of-way may only be posted with the permission of the abutting property owner.*
- f. A temporary sign may be posted for a period of up to ninety (90) days, at which time the sign shall be removed or replaced.*
- g. Signs shall not be posted on trees, utility poles, and other similar structures within the rights-of-way. (Ord. 2138, Sec. II, 2006)*

The sample signs provided by the applicant would be defined as temporary signs under Section 19.48.015.L. as long as they met the provisions listed including; no greater than 16 sq. ft. in size; cannot be mounted higher than five (5) feet above grade, and may be posted for a maximum of 90 days. However, if a corporate sponsor is added to the sign it would likely fall into the category of an off-site sign.

One of the issues with the sample signs is the proposed placement of the signs. Section 19.48.012.K. which states that signs may not be attached to any tree, fence or utility pole except warning signs issued and properly posted by that utility company. It could be determined that the backstop and the outfield fence do constitute a fence as defined in 19.48.012.K. It is very common to see banners/advertising on the back of the outfield wall/fence of baseball fields, even in high school situations. Staff has some concern about the placement of the banners on the backstop area of the baseball field because of the visibility to adjacent residential structures. The placement of the banners/signs on the outfield fence, if not visible from adjacent rights-of-ways, might be internal signage.

While staff is comfortable with some corporate identification as part of the banner/sign as sponsorship, staff is not comfortable with the entire banner/sign being comprised of corporate identification/advertising based the prohibition of off-site signage. Staff believes that a banner/sign which has a percentage of corporate identification (i.e. logos and corporate identity), would be acceptable under sponsorship. Staff believes a maximum percentage of corporate identity is 25% of the overall sign if it is approved by the Planning Commission. The Planning Commission could also look at modifying the existing sign code provisions to allow more flexibility in the use of corporate identity in sponsorship signage.

Bob Lindeblad confirmed the Temporary Sign regulations are applicable in both residential and commercial districts.

Ken Vaughn stated it is important to consider the possible ramifications for other schools and institutions. He is concerned with the size of the sign.

Bob Lindeblad asked if the request could be approved under a special event permit rather than as a sign approval.

Dennis Enslinger stated the request could be approved as a temporary use permit approval following the established criteria; however, he noted this would open the door for similar requests from other institutions. He added the Mayor has the ability to approve short term special use permits for a period of 30 days with the Planning Commission approving a temporary use permit if for a longer period of time.

Nancy Vennard asked if the signs could be put up only when games were being played.

Ron Williamson stated since the City does not define "sponsorship" any commercial signage not related to the location would be considered "off-site" signage and once allowed. The off-premise signage the door is open.

Nancy Wallerstein confirmed the proposed banners would only be visible on the interior. Mrs. Wallerstein stated, as an individual who has done a lot of fundraising, she understood where Mr. Jensen was coming from. However, what he is selling is signage that makes money. She noted they could sell sponsorship on other items, programs,

caps, patches, etc. She understands what they are trying to do but does not feel this is the only medium.

Randy Kronblad stated he agreed with Mrs. Wallerstein. He noted the first signs submitted dealt clearly with an event. The second sign submitted was 75% advertising and 25% event.

Dan Jensen stated this is a public high school which the City should embrace. He noted they are trying to raise money to grow and keep programs. He feels their request should be granted even if it opens doors.

Bob Lindeblad stated he does not feel the request is unrealistic; however, he acknowledged all temporary signs need to be dealt with consistently so it has to be considered another way.

Dennis Enslinger stated staff recommend following the site plan approval process as it is more formal and has established criteria which allow the Planning Commission to qualify their decision. Specific conditions which can deviate from the sign code. This action will open the opportunity for requests from other institutions. He noted most cities get around this issue because the signs are interior to a building or within a more enclosed area such as the T-Bones and Shawnee Mission South stadium complex

Nancy Vennard noted only a 16 square foot sign is allowed and Mr. Jensen is requesting a 40 square foot sign. Bob Lindeblad felt the sign should be 32 square feet. Nancy Wallerstein asked if the percentage of sign allowed for sponsor logo should be stipulated. Mr. Enslinger stated staff assumed there would be one sign per sponsor. Dan Jensen responded it could be one sign with six sponsors or six signs, whatever the Commission preferred.

Ken Vaughn expressed concern with the size of the size and the off-site advertising. He would like to see something worked out, but this is not it.

Bob Lindeblad moved the Planning Commission approve PC2010-100 for site plan approval for signage subject to the following conditions:

1. Banners/signs will be limited to the outfield fence/wall of the baseball field
2. Corporate sponsorship advertising shall be allowed 50% of the sign area
3. A maximum of six (6) signs will be allowed
4. The banner/sign will be mounted no higher than 5 feet from grade
5. Each banner will be limited to 32 square feet
6. The signs shall be allowed from March 15 to May 31, 2010.

The motion died for the lack of a second.

Nancy Wallerstein asked what other groups from Shawnee Mission East would likely have a similar request. She noted the multitude of "Footloose" signs posted throughout the City. Nancy Vennard added the tennis team could ask for similar signage on the city's tennis courts.

Dennis Erslinger noted the school has been sent a letter noting the "Footloose" signs are in violation of the code. He stated it is very difficult to regulate temporary signs under the new regulations. He does not feel they should be allowed in the right-of-way.

Mrs. Vennard again suggested putting the signs up for games only. Mr. Jensen replied several other schools have similar signs in their stadiums. He noted the team plays the majority of their games at the 3&2 fields. He views the signs as a sign of community support.

Nancy Wallerstein stated she feels the businesses will provide sponsorships regardless of the signage. Mr. Jensen agreed, but he feels it is the right thing to do to offer them recognition for their support.

Bob Lindeblad noted there is only one high school. Nancy Wallerstein responded the YMCA has programs, there are private, middle and elementary schools with programs. Nancy Vennard confirmed a sign placed over an exterior door would not be allowed. This would open the door for requested signage in a lot of possible places. Bob Lindeblad asked how sterile of a community does the City want; he is willing to give this a shot.

Dennis Erslinger noted this will open the door. By requiring site plan approval you are able to determine if the group is serious about their application and have the ability to consider the specific site and attach conditions of approval.

Ken Vaughn stated he is concerned with increasing the size of the sign, noting that every applicant will have justification for a larger size. Bob Lindeblad asked if an 8' x 2' would allow for large enough lettering. Nancy Vennard noted the problem may be with the size/shape of the logo.

Ron Williamson stated in determining the current size regulations staff reviewed all signs and came up with dimensions. He feels the Commission needs to be careful in making alternations to the size.

Bob Lindeblad stated he felt the ordinance needed to be rewritten to address special event permits.

Nancy Wallerstein suggested smaller signs placed in close proximity to give the appearance of a large banner.

Dennis Erslinger noted individual sponsor signs will be more easily misread as off-site signs and not sponsorship. Their sponsorship needs to be clearly indicated on the sign.

Bob Lindeblad felt it should be pursued as a temporary use. Mr. Erslinger noted temporary uses are for events which may include signage, but not for signage alone. Baseball games are considered to be an ancillary use to the school.

Nancy Wallerstein moved the Planning Commission approve PC2010-100 for site plan approval for corporate sponsorship signage within the interior of the outfield fence enclosure of the baseball field at 77th & Delmar subject to the following conditions:

1. Corporate sponsorship signs are limited to the interior of the outfield fence enclosure.
2. Corporate sponsorship signs are allowed with logos and names.
3. Sixteen (16) square feet in area per sign maximum.
4. Six (6) signs maximum allowed.
5. Signs shall be mounted five (5) feet above grade maximum.
6. Signs are allowed from March 15, 2010 to May 31, 2010 only.

The motion was seconded by Nancy Vennard and passed by a vote of 3 to 2 with Kronblad and Vaughn voting in opposition.

It was the finding of the Commission that with the approval of a site plan with specific conditions, the proposed location of the sponsorship signage is consistent with good land planning principles. The sponsorship signage location is limited to the outfield fence/wall of the baseball practice field is interior to the site and not readily visible for adjacent rights-of-way. The high school site is very large and is able to accommodate the proposed signage without negatively impacting the adjacent residential areas.

An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood. Sponsorship signage is typically found on similar school facilities in other communities. The proposed use has been approved for a one year period to ensure that the signage provides the appropriate degree of compatibility with the surrounding neighborhood. However, it should be noted that the banners will only be in place during baseball season which is March through May.

The plan represents an overall development pattern that is consistent with the Comprehensive Plan and other adopted planning policies. It is not uncommon in baseball field facilities to provide sponsorship signage related to this type of use. The proposed signage location is interior to the subject site and is not readily visible for adjacent rights-of-way. Approval of the sponsorship signage provides a way to show community support for high school activities and students.

OTHER BUSINESS

Dennis Enslinger provided an update on future applications. The March agenda will include a site plan approval for Noodles and Company at 7610 State Line Road and a site plan approval for a residential building elevation increase at 3104 West 71st Street. Mr. Enslinger noted future projects include a variance and building height elevation at 4414 Homestead; a wind driven device at Shawnee Mission East, CVS will be back at Corinth Square and cell tower at the Fire Station on 63rd Street.

The fire station will also be constructing a memorial statue on their property that, with the approval of the Commission, staff will handle internally. The Commission authorized staff approval.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:15 p.m.

Ken Vaughn
Chairman



USO of Dallas/Fort Worth

Thank You for your donation in memory of

Mr. Max Hopper

The USO at Dallas/Fort Worth thanks you
for your support at this time of loss.

**Council Members
Mark Your Calendars
March 22, 2010**

March 2010	Lynne Hodgman mixed media exhibit in the R. G. Endres Gallery
April 2010	Dolyna Art Exhibit in the R. G. Endres Gallery
April 5	City Council Meeting
April 6	General Election
April 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
April 19	City Council Meeting
May 2010	Rod Atteberry and Otto Miller mixed media exhibit in the R. G. Endres Gallery
May 3	City Council Meeting
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 Societ 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 meda 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)

COMMUNICATIONS COMMITTEE

COM2008-01 Consider upgrade to City's Website (assigned 10/8/2007)

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)
- COU2010-12 Consider approving plan Changes to City Council Policy: CP055 - Investment Policy for City Retirement Funds (assigned 3/10/2010)**
- COU2010-13 Consider Agreement with ACE Pipe Cleaning for Repairs to the Diving Well (assigned 3/10/2010)
- COU2010-14 Consider Approval of Letter of Understanding with Johnson County for purchase and implementation of County-wide Emergency Radio System (assigned 3/10/2010)**
- COU2010-15 Consider Project 190894 - Cambridge Street Design Agreement (assigned 3/10/2010)

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)