

CITY OF PRAIRIE VILLAGE

December 21, 2009

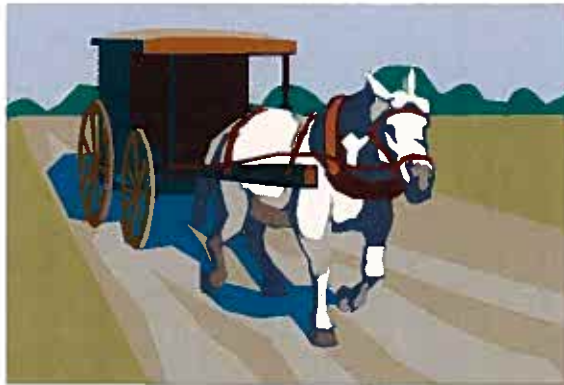
**Committee Meeting
6:00 p.m.**

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



City Council Meeting

Monday, December 21, 2009



Dinner will be provided by
Stroud's

Salad with Ranch Dressing
Pan-fried Chicken
Mashed Potatoes & Gravy
Green Beans
Cinnamon Rolls

COUNCIL COMMITTEE

December 21, 2009

6:00 p.m.

Council Chambers

AGENDA

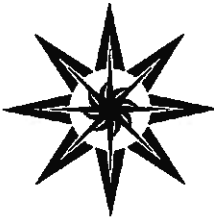
MICHAEL KELLY, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2009-118** **Consider Diesel Engine Upgrade Project with Johnson County Environmental Department
Mike Helms and Steve Mills**
- *COU2009-119** **Consider Purchase of Replacement Transfer Switch for City Hall Emergency Generator from 2009 Contingency
Mike Helms and Steve Mills**
- *COU2009-120** **Consider Amendment to Deffenbaugh Contract
Dennis Enslinger**
- *COU2009-121** **Consider Solid Waste Route Map
Dennis Enslinger**
- *COU2009-122** **Consider Final Change Orders for Project 190869: 2009 Street Resurfacing, Change Order #3 (Final), Project 190865: Roe Avenue - Somerset Drive to 83rd Street, Change Order #1 (Final) and Project 190877: 83rd Street - Roe Avenue to Somerset Drive, Change Order #1 (Final)
Keith Bredehoeft**
- *COU2009-125** **Consider Construction Contract with O'Donnell & Sons for Project 2010 Bond
Keith Bredehoeft**
- COU2009-124** **Consider Construction Administration Agreement for Project 2010 Bond with Transystems
Keith Bredehoeft**
- COU2009-123** **Consider Project 190728: Prairie Lane Drainage Project - Engineering Change Order #1
Keith Bredehoeft**
- COU2009-126** **Consider Approval of a Resolution of Support and Commitment for Joint Membership in KCADC with the NE Johnson County Chamber and other NE cities
Quinn Bennion**

**Presentation by the Police Department regarding the use of Forfeiture Funds
Captain Wes Lovett**

***Council Action Requested the same night**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009

Council Meeting Date: December 21, 2009

***COU2009-118: CONSIDER DIESEL ENGINE UPGRADE PROJECT WITH JOHNSON COUNTY ENVIRONMENTAL DEPARTMENT**

RECOMMENDATION

Staff recommends the City Council approve the contract for a diesel engine upgrade project with Johnson County Environmental Department.

COUNCIL ACTION REQUESTED ON DECEMBER 21, 2009

BACKGROUND

This contract between the City of Prairie Village and Johnson County is for funding assistance under the American Recovery and Reinvestment Act (ARRA) of 2009 for the National Clean Diesel Grant Program provided by the U.S. Environmental Protection Agency (EPA) Region VII. The grant purpose is to upgrade diesel equipment within the City's vehicle fleet.

The City Attorney has reviewed the contract.

FUNDING SOURCE

The grant is a total of \$6,500 with an allocation of \$4,500 to purchase 3 Diesel Oxidation Catalysts and \$2,000 to purchase 1 Diesel Oxidation Catalysts plus Closed Crank Case Ventilation System. There is no funding required from the City.

RELATION TO VILLAGE VISION

None

PUBLIC NOTICE

None

ATTACHMENTS

Contract with Johnson County.

PREPARED BY

S Robert Pryzby, Director of Public Works

Date 14 December 2009

**Subgrantee Agreement-#10-City of Prairie Village, Kansas
Johnson County Regional Diesel Engine Upgrade Project
American Recovery and Reinvestment Act (ARRA) of 2009 Funding for the
National Clean Diesel Grant Program through the
U.S. Environmental Protection Agency (EPA) - Region VII**

The following Subgrantee Agreement, dated September 1, 2009, by and between the undersigned named Subgrantee ("Subgrantee" or "Subrecipient"), and Johnson County, Kansas ("County"), and subject to the terms and conditions herein contained, is for funding assistance under the American Recovery and Reinvestment Act ("ARRA") of 2009 for the National Clean Diesel Grant Program provided by the U.S. Environmental Protection Agency ("EPA") – Region VII, to upgrade diesel equipment, as outlined below, within the Subgrantee's vehicle fleet ("Project").

As a part of the Johnson County Regional Diesel Engine Upgrade Project and subject to the availability of funding, a total of \$6,500 is awarded to Subgrantee as follows.

- \$4,500 to purchase 3 Diesel Oxidation Catalysts
- \$2,000 to purchase 1 Diesel Oxidation Catalysts + Closed Crank Case Ventilation System

- Subgrantee agrees to provide a total of \$0.00 for the required cost-sharing.

Subgrantee Primary Contact:

Name: Mr. Steve Mills
Address: 3535 Somerset Drive, Prairie Village, Kansas 66208-5150
Phone: 913-385-4643
Email: smills@pvkansas.com

County Grant Project Manager and Contact Information:

Name: Jennifer Logan
Address: 11811 S. Sunset, Suite 2700, Olathe, Kansas 66061
Phone: 913-715-6926
Email: jennifer.logan@jocogov.org

Equipment

The following equipment is agreed upon by the County and the Subgrantee as the only equipment subject to improvement through the terms of this Subgrantee Agreement.

Vehicle Type	Target Fleet	Vehicle Class	Count	Engine Make	Engine Model	Engine Year	Retrofit Year	Technology
On Highway	Construction	Class 8A	7	caterpillar	3126	1999	2009-2010	Diesel Oxidation Catalyst
On Highway	Construction	Class 8A	0	international	DT466E	2000	2009-2010	Diesel Oxidation Catalyst
On Highway	Construction	Class 8A	7	international	DT466E	2001	2009-2010	Diesel Oxidation Catalyst
On Highway	Construction	Class 7	0	international	T444E	1998	2009-2010	Diesel Oxidation Catalyst

Payments

The County will post bid openings for all equipment described in this Subgrantee Agreement, unless agreed upon by both the County and the Subgrantee. All bids will be posted for review for at least 30 days. Competition for the bid awards will be completed in a fair and open process, in accordance with 40 CFR, Part 31. The County will award contracts based on cost analysis and in accordance with Subpart B, Section 210 of OMB Circular A-133. Bid language for procurement will include the requirement that vendors must prepare separate invoices for work done; and direct those invoices to the entity responsible for the procurement cost; that is, in the case of a new vehicle, the vendor will invoice the County no more than 25% of the total cost of the vehicle, including transportation. The remaining 75% of the total costs for the new vehicle will be invoiced to the Subgrantee. For new engines and repowers, the vendor will invoice the County no more than 75% of the costs, including parts and labor. For retrofits and engine rebuild kits, the vendor will invoice the County no more than 100% of the equipment and installation. Parts needed to redesign the vehicle to accept the retrofit equipment and its auxiliary equipment will be invoiced to the Subgrantee. The County will pay all the costs it is responsible for promptly, and subsequently seek reimbursement from EPA through the process agreed upon by EPA and the County.

Task 11: In any promotional activities (press releases, press conferences, etc.), the Subgrantee will include references to the benefits of this Subgrantee Agreement as being made possible by funding through the American Recovery and Reinvestment Act of 2009.

Federal Subgrant Terms and Conditions

These terms and conditions highlight requirements which are especially pertinent to federal subgrants using American Recovery and Reinvestment Act funds. These terms and conditions do not set out all the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all the requirements applicable to this subgrant award. These terms and conditions do not replace the general terms and conditions or other terms and conditions as they apply to the subgrant award. These terms and conditions are to be followed in addition to all other terms and conditions.

Program Reporting Requirements and Certification

In accordance with the American Recovery and Reinvestment Act of 2009 (ARRA), §3, funds made available under ARRA should be used to preserve and create jobs and promote economic recovery; assist those most impacted by the recession; provide investment needed to increase economic efficiency by spurring technological advances in science and health; invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. ARRA funds should be managed and expended so as to achieve the purposes specified as quickly as possible consistent with prudent management.

Congress has specifically mandated that all ARRA recipients that receive funds directly from the federal government must report on the use of said funds for purposes of transparency and oversight. All funds issued under ARRA are subject to unparalleled scrutiny, with specific distribution and reporting requirements by the federal government and the County under this Subgrantee Agreement.

ARRA funds are derived from a unique funding source and shall be tracked separately at all times. Accordingly, it is agreed and understood that by accepting ARRA funds hereunder that each Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will fully comply with the requirements herein and any requirements hereafter issued by the federal government or the County for compliance with ARRA and other related federal and state laws. Further, it is understood that this Subgrantee Agreement is subject to all applicable terms and conditions of ARRA. It is anticipated that future guidance on requirements for tracking and reporting expenditures of ARRA funds will be issued by the Director of the Office of Management and Budget (OMB) or other federal agencies. Each Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with all such requirements as published at any time during the Project Period in order to allow for the

accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

ARRA, §1512, referred to as the Jobs Accountability Act, sets forth certain reporting requirements that the County must comply with and submit to the federal government no later than ten (10) days after the end of each calendar quarter beginning **October 10, 2009**. Accordingly, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall submit the following information in a timely manner to the Environmental Department of the County, no later than the fifth day after the end of each calendar quarter, beginning on **January 5, 2010**:

- (1) The total amount of ARRA funds the Subrecipient received from the County and the amount of matching funds contributed by the Subrecipient;
- (2) The number and type of equipment technologies received from vendors for installation into fleet vehicles;
- (3) The number of installations of each type of diesel technology upgrades performed during the quarter and cumulative and the vendors' names and locations.
- (4) A description of any other activities for which ARRA funds were expended or obligated, including:
 - the name of the project or activity;
 - a description of the project or activity;
 - an evaluation of the completion status of the project or activity;
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity;
- (5) A 2008 amendment to the Transparency Act called the "Government Funding Transparency Act of 2008" (Public Law 110-252) added a requirement to collect compensation information on certain chief executive officers (CEOs) of the recipient and subrecipient entity. Accordingly, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall report required information under the Transparency Act, including, but not limited to:
 - The name of the entity receiving the award;
 - The amount of the award;
 - The transaction type;
 - The funding agency;
 - The Catalog of Federal Domestic Assistance number;
 - The program source;
 - The location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country;

Project Plan

Project Period:

The Project Period for this Subgrantee Agreement is from September 1, 2009, through September 30, 2010.

Project Narrative:

All activities being implemented through this Subgrantee Agreement are being done voluntarily and are not mandated by federal, state or local law.

Work Plan:

The Subgrantee's tasks and their applicable completion dates during this Project are outlined below.

Task 1: Provide to the County's Environmental Department an accurate inventory of diesel equipment to receive upgrades as agreed upon by the County and Subgrantee. The inventory must include vehicle type (off/on road), common name of vehicle (dump truck, sweeper), model number for engine and vehicle, engine and vehicle manufacturer and year. **Due Date: November 30, 2009.**

Task 2: Provide to the County's Environmental Department a list of vendors and their contact information who the Subgrantee has worked with satisfactorily in the past that might be able to handle the type of diesel engine improvements described in this Subgrantee Agreement. **Due Date: November 30, 2009.**

Task 3: Agree to allow the County to accept bids for the equipment improvements, including equipment purchase and installation, from vendors to install diesel engine upgrades on the Subgrantee's vehicles listed in its **Task #1** inventory. **Due Date: December 31, 2009.**

Task 4: Provide to the County's Environmental Department the individual specifications on all vehicles that are to be retrofitted and the specifications for the replacement vehicles, engines, and/or engine upgrade kits needed for vehicle improvements. **Due Date: November 30, 2009.**

Task 5: The Subgrantee will not change or install any diesel equipment upgrades with the funding provided through this Subgrantee Agreement other than those outlined under this Subgrantee Agreement.

Task 6: The Subgrantee will work with the vendor recommended for award and selected by the County to acquire and install the diesel engine improvement upgrades.

Task 7: The Subgrantee will provide to the County's Environmental Department staff information that might hinder or improve the outcome of this Subgrantee Agreement as soon as possible. Examples of such information may be suggested work additions or equipment changes, made by the contractor, but not approved by Johnson County Environmental Department.

Task 8: For all engine or vehicle replacements, the Subgrantee agrees that once the new equipment is functioning, the old equipment will be scrapped with a hole drilled through the engine block and manifold. If the equipment is retained by the Subgrantee or donated to a third party, then the final recipient of the equipment must either cut the vehicle chassis in half, or provide a written agreement that the equipment will not be operated or sold to a consumer that will use it in the future. Before and after pictures sent to the County's Environmental Department are required of scrapped equipment. Other scrapping methods may be considered but not without prior authorization from the County's Environmental Department. Vehicles being scrapped must be done so within 30 days of the receipt of the new vehicle arrival. Once vehicles/engines are scrapped, they may be sold for parts or scrap metal. Any monetary gain from the scrap page must be reported to the County's Environmental Department, and declared as program income, and might be deducted from the funding amount awarded to the Subgrantee hereunder.

Task 9: The Subgrantee will provide to the County's Environmental Department staff quarterly reports on a form provided by Johnson County (Exhibit B) that includes accomplishments and activities for the quarter and year-to-date totals of:

- Number and types of diesel equipment delivered to the Subgrantee
- Number and types of diesel equipment installations completed
- Problems associated with the delivery and installation process
- Any jobs retained or created as a result of the diesel engine improvements of this Subgrantee Agreement (administrative, programmatic, or fiscal)
- Number of man-hours associated with the implementation of this Subgrantee Agreement (administrative, programmatic or fiscal).
- Any vehicle or engine scrapped for replacement, and the manner of scrapping
- Photos of vehicle/engine scrapping, dated and with name of photographer, and location of equipment's disposal.

Reporting Due dates: January 5, 2010; April 5, 2010; July 5, 2010; October 5, 2010.

Task 10: A final report is due to the County's Environmental Department that includes all accomplishments and activities associated with this Subgrantee Agreement. **Due date: November 1, 2010.**

- The location of the primary place of performance under the award, including four data elements the city, State, Congressional district, and country;
- A unique identifier of the entity receiving the award;
- A unique identifier for the parent entity for the recipient, should the recipient be owned by another entity; and
- The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.

Standard data elements and federal instructions for use in complying with reporting requirements under §1512, ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov.

Whistleblower Protection

In accordance with ARRA, §1553, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall fully comply with said section, including, but not limited to, assuring that its employees will not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the state or federal regulatory or law enforcement agency, or any representative thereof, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury any information that the employee reasonably believes is evidence of: 1) gross mismanagement of a contract or grant relating to ARRA; 2) a gross waste of ARRA funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; 4) an abuse of authority related to the implementation or use of ARRA funds; or 5) a violation of law, rule, or regulation related to this contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. In accordance with ARRA, §1553(e), the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall post notice of the rights and remedies provided in ARRA, §1553.

Inspection of Documents

In accordance with ARRA, §§902, 1514 and 1515, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will cooperate with any representative of the Comptroller General, or appropriate inspector general appointed under §3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) in the examination of its records that pertain to, and involve transactions relating to this Subgrantee Agreement, and agrees that it and its personnel can be interviewed by said entities regarding this Subgrantee Agreement and related Project. Such right of inspection and examination of subject records and transactions shall extend to authorize representatives of the County.

Additional Restrictions of ARRA Funds

In accordance with ARRA, §1604, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall not use ARRA funds for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

In accordance with ARRA, §1554, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will award contracts funded in whole or in part with ARRA funds as fixed-price contracts through the use of competitive procedures.

In accordance with ARRA, §1609, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended (42 U.S.C. 4371, *et seq.*). The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, will submit information on the status and progress of those projects and activities using ARRA funds subject to NEPA pursuant to any requirements of the Council on Environmental Quality (CEQ) and OMB.

In accordance with ARRA, §1512(h), the Subrecipient assures that it, as well as its subrecipients, if required by future OMB guidance, shall register in the Central Contractor Registration (CCR) database at www.ccr.gov, and maintain current registration at all time during the pendency of this Subgrantee Agreement. In order to register in CCR, a valid Dun and Bradstreet Data Universal Numbering System (DUNS) Number is required. See www.dnb.com.

Employment of Unauthorized Aliens Prohibited

The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, do not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Enforceability

If the Subrecipient, or one of its subrecipients, fails to comply with all applicable federal and state requirements governing these funds, the County may withhold or suspend, in whole or in part, funds awarded under this Subgrantee Agreement, or recover misspent funds following an audit.

Publication of Confidential Information

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

“Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, the County shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government’s right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement may be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.”

False Claims Act

The Subrecipient assures that it, as well as its subrecipients if required by future OMB guidance, shall promptly refer to the County, or other appropriate state or federal enforcement Agency, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

Recovery Act Logo

This Project receives funding under the American Recovery and Reinvestment Act (ARRA) of 2009 (Recovery Act) and the Subrecipient assures that it, as well as its subrecipients or loan recipients if required by future OMB guidance, must display the Recovery Act Logo in a manner that informs the public that the Project is a Recovery Act investment. The ARRA logo may be obtained from the DOE/EPA grants office listed in this award document. If DOE/EPA logo is displayed along with the Recovery Act logo and logos of other participating entities, the DOE/EPA logo must not be displayed in a manner that implies that DOE/EPA itself is conducting the Project. Instead, the DOE/EPA logo must be accompanied with a statement indicating that the grantee, subgrantee or loan recipient received financial assistance from DOE/EPA for the Project.

Publications and Public Relation Events

All publications which are intended for distribution and are financed, wholly or in part, by ARRA funds, must contain the following verbiage: Funds are made possible through the American Recovery and Reinvestment Act and the Johnson County, Kansas, Regional Diesel Engine Improvements Project, administered by the Environmental Department of Johnson County, Kansas, in Olathe, Kansas.

The Subrecipient assures that it will submit to the County a copy of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by subgrant funds. The Subrecipient shall not print or distribute any publication until receiving written approval by the grant manager.

The Subrecipient assures that it will notify the County five (5) business days in advance of all public relations events related to ARRA-funded activities whereby the public and/or media is invited to participate and provide opportunity for involvement.

EPA Cooperative Agreement Acknowledged

The County and Subgrantee acknowledge that the ARRA funding assistance made available to the Subgrantee under this Subgrantee Agreement is being provided through the County under a Cooperative Agreement (with a date of award of July 9, 2009) by and between the U.S. Environmental Protection Agency and the Johnson County Environmental Department, and is subject to the administrative and programmatic conditions of the said EPA Cooperative Agreement.

The County and Subgrantee agree that the conditions of the said EPA Cooperative Agreement, which is attached hereto as **Exhibit A** and incorporated herein by reference, shall be made a part of this Subgrantee Agreement and to such extent shall further define the responsibilities and obligations of each of the parties as recipients of ARRA funding assistance under this Subgrantee Agreement and the American Recovery and Reinvestment Act of 2009.

General Terms and Conditions

Indemnity

The Subgrantee shall defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subgrantee Agreement, whether such operations be by the Subgrantee or by any subcontractor or anyone directly or indirectly employed by the Subgrantee. The Subgrantee shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subgrantee Agreement to the Subgrantee.

Termination of Convenience

- A. The County or the Subgrantee may terminate this Subgrantee Agreement in whole, or in part, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditures of funds.
- B. The County and Subgrantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible.

Termination for Cause - Suspension of Payments or Agreement

If the County determines that the Subgrantee has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subgrantee Agreement, the County shall promptly notify the Subgrantee in writing of the determination and may, at its option, take the following action:

- A. Terminate this Subgrantee Agreement by including in the notice the reasons for the termination, together with the effective date;
- B. Suspend payments under this Subgrantee Agreement by including in the notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments;
- C. Suspend this Subgrantee Agreement by including in the notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subgrantee Agreement. In such event, the County shall incur no financial liability under this Subgrantee Agreement or otherwise at law for any performance rendered during the suspension period.

The action of the County in suspending payments or this Subgrantee Agreement or in terminating this Subgrantee Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subgrantee Agreement.

Assignment

The Subgrantee's rights, obligations, and duties under this Subgrantee Agreement shall not be assigned or transferred, in whole or in part, without prior written agreement by the County.

Amendment

This Subgrantee Agreement may be amended only by written instrument, signed by both the County and the Subgrantee.

Venue

This Subgrantee Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this Subgrantee Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

Entire Agreement

This Subgrantee Agreement represents the entire and integrated agreement between the County and the Subgrantee regarding the subject matter hereunder and supersedes all prior negotiations, representations, or agreements, either written or oral, regarding the same.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Agreement to be executed by their respective and duly authorized representatives.

COUNTY:

SUBGRANTEE:

Johnson County, Kansas

City of Prairie Village

Printed name Date

Ronald L. Shaffer
Printed name Date

Title

Mayor
Title

/s/ _____
Ronald L. Shaffer, Mayor

/s/ _____
Joyce Hagen Mundy, City Clerk

/s/ _____
Catherine P. Logan, City Attorney

EXHIBIT A

**Cooperative Agreement between the U.S. Environmental Protection Agency and the
Johnson County Environmental Department
(Attached)**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009

Council Meeting Date: December 21, 2009

***COU2009-119: CONSIDER PURCHASE OF REPLACEMENT TRANSFER SWITCH FOR CITY HALL EMERGENCY GENERATOR FROM 2009 CONTINGENCY**

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement electrical transfer switch for the Municipal Office Building from Technical Power Services for \$44,500 and to request a transfer from General Fund Contingency for \$50,000.

COUNCIL ACTION REQUESTED ON DECEMBER 21, 2009

BACKGROUND

Five years ago, the City purchased a new standby generator for the Municipal Office Building. A critical part of any standby power system is the transfer switch. This switch starts the generator when it senses that power from KCPL is not available. When KCPL power comes back on line, the switch shuts off the generator. This switch was not replaced when the new generator was installed.

Over the last three years the transfer switch has not operated properly. The prime issue is that the switch does not disengage when KCPL power returns. Consequently, the generator continues to run until it is manually shut down. The switch manufacturer has worked diligently with the Public Works staff to resolve the problem. Despite several replacement components being installed, the switch is not working correctly. The cause of the failure has not been determined, but there is general consensus that lightning may be the cause.

The manufacturer of the present transfer switch has offered a 25% discount for a replacement switch. Public Works staff has spent considerable time researching the best replacement option. They have consulted with the Mechanical Engineer firm of Hoss & Brown, who has worked with the City on other generator replacements. The recommendation is to accept the offer from Technical Power Services as provides several advantages:

1. Disruption of electrical power to the Municipal Offices will be a minimum
2. Provision is being made to permit work on the new installation without shutting off the power to the building
3. Installation of "pigtail" for attaching a portable standby generator if needed
4. Repair and maintenance services can occur during normal work hours eliminating overtime fees.

FUNDING SOURCE

A transfer of \$50,000 from General Fund Contingency is requested. The funding will be used to purchase and install the new transfer switch, rent a portable generator during installation, and a small contingency for unanticipated materials and labor.

RELATION TO VILLAGE VISION

None

PUBLIC NOTICE

None

ATTACHMENTS

Proposal options from Technical Power Services

PREPARED BY

S Robert Pryzby, Director of Public Works
Date December 3, 2009

Technical Power Services –Oklahoma, LLC

DATE: September 30, 2009
TO: City of Prairie Village **Reference:** KC 09-110
ATTENTION: Steve
FROM: Kathy Hamilton (Henry Claussen)
SUBJECT: Replacement of ATS

Thank you for discussing your City's needs with us. We appreciate the opportunity to be of service. We've looked over the present system and conditions surrounding it. Enclosed herewith are three (3) simplified layouts.

Existing Equipment
Proposal # 1
Proposal # 2

In order to resolve the issues relative to your emergency (standby) power system we offer two (2) scenarios.

Proposal # 1

This configuration provides a new ATS with a 600 amp main circuit breaker in a dual enclosure. The existing ATS enclosure would be utilized as a 'J' box and feed for a plug-in backup generator. Existing conduits and conductors are to be utilized where possible, and will be spliced using compression methods.

The estimated cost for this option is approximately \$60,000.00.

This option will take longer to implement due to having the enclosure manufactured. This would be an add on for the GE-Zenith ATS. We anticipate about 4-6 weeks including shipping.

◆ 1503 Riverside Drive ◆ Tulsa, Oklahoma 74105 ◆ Phone [918] 747-4110 ◆
◆ 305 Blackstone ◆ Alvin, Texas 77511 ◆ Phone [281] 585-2833 ◆,
◆ E-mail: tpsiok@juno.com ◆ web: technicalpower.com ◆

Proposal # 2

This configuration utilizes a new ATS and a 600 amp fused disconnect mounted on the wall. The existing ATS will again be utilized as a 'J' box, and feed for a plug in backup generator. All existing conduits and conductors, except the transformer ones, will be utilized. They will be spliced using compression methods and water proofed.

The existing Utility transformer feed will be abandoned in place, and a new one installed underground from the transformer to the new disconnect.

The estimated cost for this method would be approximately \$44,500.00. The major difference is the circuit breaker and enclosure.

Both options will require work to be completed at night or after hours. This work will require considerable coordination with your departments. We feel the work can best be done on a turn-key basis with us being a 'Design Build Entity'.

Technical Power Services (TPS) has a Kansas PE License, and will also Team with Uhl Engineering of Prairie Village. Uhl will design all concrete pads as they are a Civil Entity.

By TPS being the Design Build source we feel coordination will be much easier and the project will move along at a more economical pace.

There will be times where the system will be required to be down for a few hours at a time. However we recommend the City obtain a rental generator so that 'critical operations' can be sustained. TPS will provide all necessary connections and will operate the rental unit as required. TPS can even provide the unit as part of the overall project.

Once you have had an opportunity to look over our proposals please feel free to contact us (Craig) and we will assist you in attending necessary meetings and planning sessions.

Again thank you for your interest in our 'Power Quality Services'. We look forward to working with you and your Team in order to resolve the present malfunctions into a reliable working system.

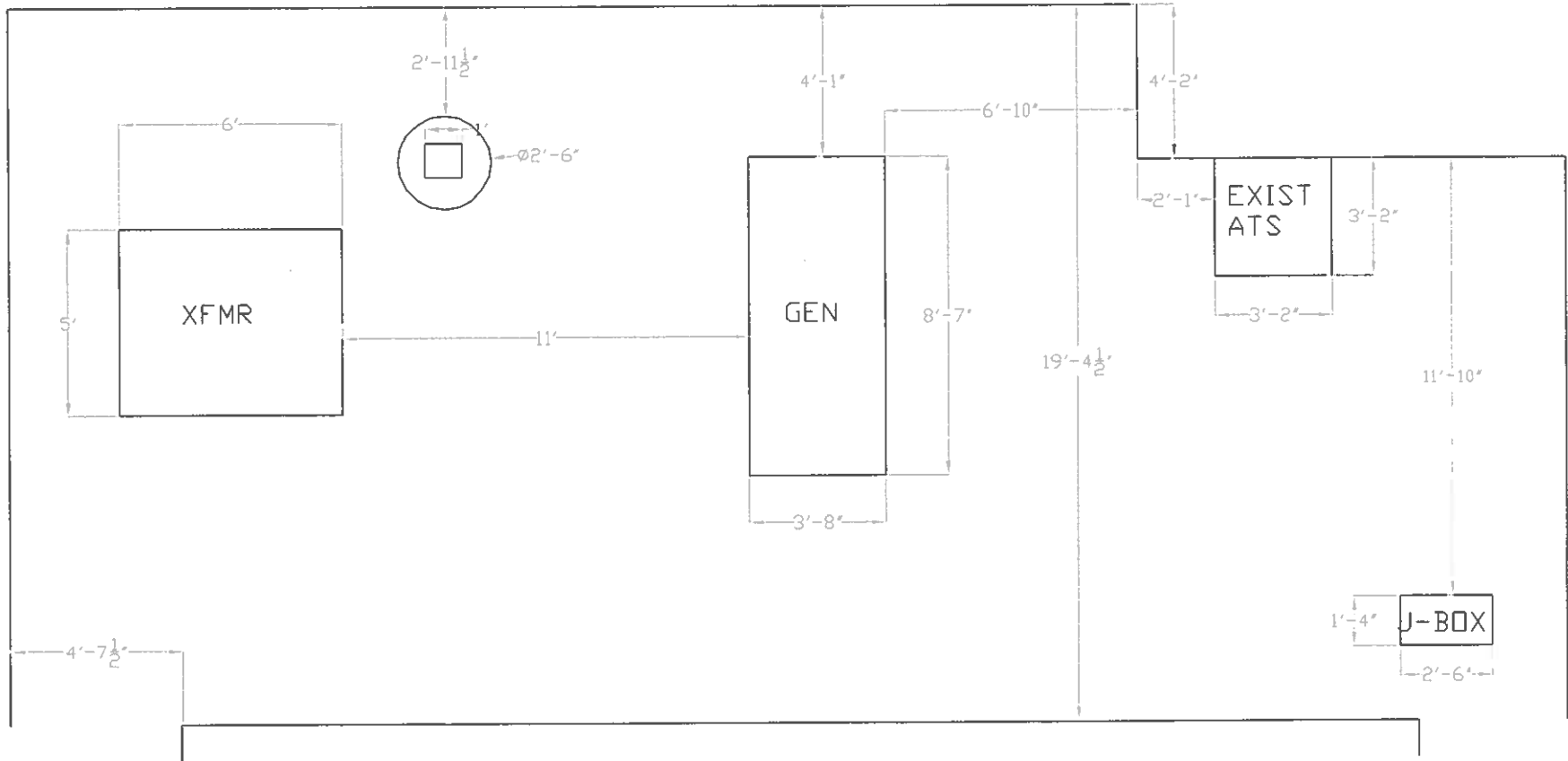
Henry Claussen
VP Technical Services

Copy: Kathy Hamilton – TPS Corp.
Darryl Claussen – TPS Services
Jim Skokowski, PE – TPS Engineering
Terry Uhl, PE – Uhl Engineering

Enclosures: (3)

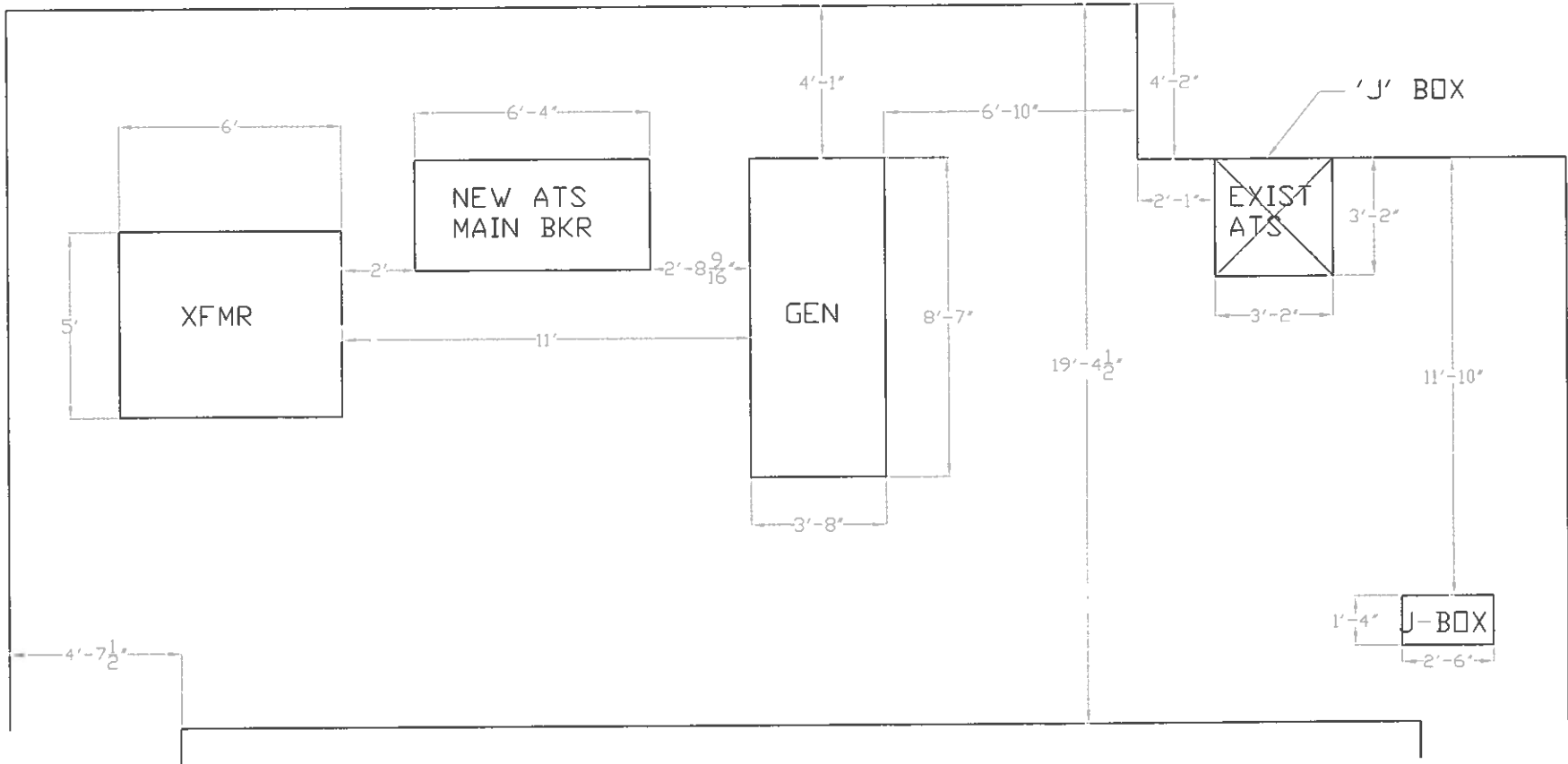
PS: TPS is an authorized GE-Zenith Service Center for the State of KS.

PRAIRIE VILLAGE EXISTING EQUIPMENT LAYOUT



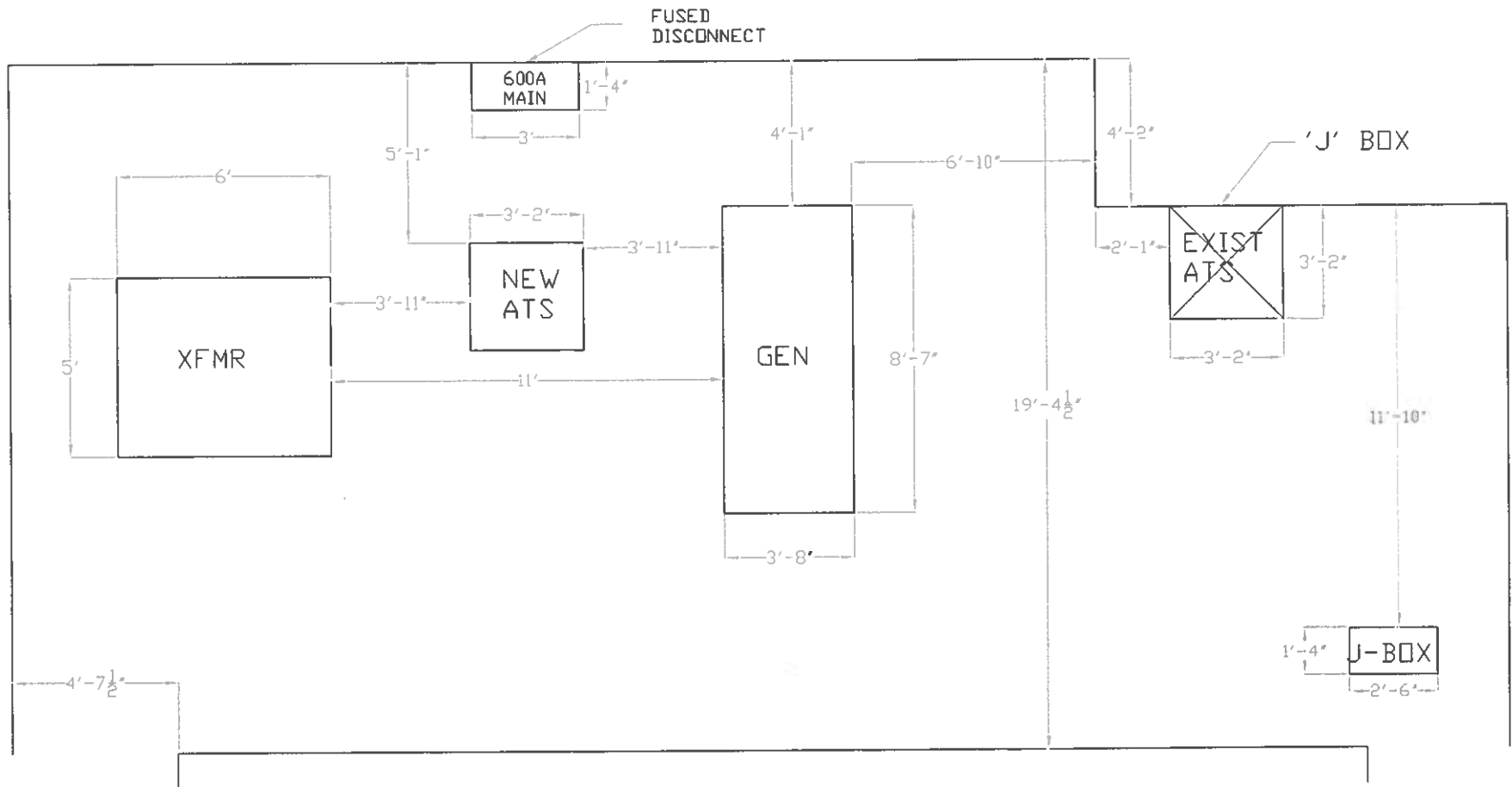
DWG=PV

PRAIRIE VILLAGE PROPOSAL #1 EQUIPMENT LAYOUT



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PRAIRIE VILLAGE PROPOSAL #2 EQUIPMENT LAYOUT



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ADMINISTRATION

Council Committee Meeting Date: December 21, 2009
City Council Meeting Date: December 21, 2009

COU2009-120: Consider Approval of Fourth (4) Amendment to the Solid Waste, Recycling, Compostables and Bulky Item Collection 2002 Contract

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor to finalize and execute the Fourth Amendment to the Solid Waste, Recycling, Compostables and Bulky Item Collection 2002 Contract with Deffenbaugh Industries, Inc.

SUGGESTED MOTION

The City Council authorizes the Mayor to finalize and execute the Fourth Amendment to the Solid Waste, Recycling, Compostables and Bulky Item Collection 2002 Contract.

BACKGROUND

The City has been negotiating with Deffenbaugh Industries, Inc. to revise and extend the existing contract. Deffenbaugh has agreed to a four-year contract extension with the first year (FY2010) per month fee of \$14.55 per household for solid waste, recycling and composting. Deffenbaugh has agreed to reduce the cost of bulky item pickup to \$30,000 (previously \$40,125) for the once yearly event for the term of the extension 2010-2013.

The rate for FY 2011 will be \$15.71 with the rates for FY 2012 and 2013 not to exceed an increase of 5% per year. To determine the rates for FY 2012 and FY 2013, Deffenbaugh Industries, Inc. will need to submit a request for rate increase and the rate increase will be based on the Refuse Rate Index with a cap of 5%. Deffenbaugh will also provide solid waste and recycling services to the following city facilities: Municipal Complex, Public Works, and Harmon Park/ Pool Complex at no additional cost.

At the June 15, 2009 City Council meeting, the Council approved modifications to the amount of solid waste and compostable materials to be collected at each household. These modifications were based on recommendations from the adopted Johnson County Waste Management Plan (2007). The Johnson County Waste Management Plan makes a number of recommendations to ensure that the Johnson County Landfill will be viable through its anticipated closure date of 2027 including:

- The region must increase curbside recycling
- The region must eliminate disposal of yard waste in the landfill by 2011

- The region must work towards implementing a countywide volume-based waste collection rate structure

It is anticipated that the County will implement several of these recommendations through additional regulations in the next few years.

Beginning in May of 2010, the City will be implementing policies to increase recycling, eliminate the disposal of yard waste in the landfill and adopt a volume-based waste collection rate structure.

The following is a summary of the proposed changes:

Changes to Solid Waste Collection

- Each household will be provided with one 65 gallon or 35 gallon polykart container. Households can choose the appropriate size for their needs.
- The polykarts will be delivered in April of 2010. These green containers with black lids can be wheeled to the curb on collection day and stored in the garage or behind front building line of the residence.
- Solid waste (regular trash) will be limited to what fits in the polykart. Any excess can be set out in standard trash bags but will require an overflow waste sticker at a cost of \$1.25 per bag. Overflow items must fit in a standard trash bag. Overflow waste stickers will be made available at several locations.

Changes to Recycling Collection

- Each household will be provided with one 65 gallon polykart container.
- The polykarts will be delivered in April of 2010. These green containers with yellow lids can be wheeled to the curb on collection day and stored in the garage or behind your front building line of the residence.
- Recycling will continue to be unlimited. Households may place excess in the old recycling bin, or any other container labeled with the word "recycling" or the universal symbol for recycling.
- The list of recyclable materials will not be changing.

Changes to Compostable Materials (Yard Waste)

- Yard Waste must be placed in a biodegradable paper bag or a 35 gallon or less rigid container. Standard bundles of 4 feet in length and less than 18 inches in circumference are also allowed.
- Yard waste will not be allowed in the regular trash container or in plastic bags.
- Each household will be allowed 8 items (any combination of bags, containers, or bundles during the months of January, February, May, June, July, and December. You will be allowed 12 items during the months of March, April, August, September, October and November.
- Any excess can be set out in approved containers, bags, or bundles but will require an overflow waste sticker at a cost of \$1.25 per item. Overflow waste stickers will be made available at several locations.

Changes to Bulky Item Pickup

- The City will still hold a City-wide annual Large Item Pickup in April. In 2010 it is scheduled for Saturday, April 24th.
- Households will also be allowed one bulky-item each month. Monthly bulky-items must be smaller items such as rugs, counter top appliances, or small furniture.

- The following items are excluded from bulky item pickup: construction materials, automotive parts, tires, batteries, hazardous waste, etc.
- If households have more than one item, they will still be able to schedule a bulky item pickup with Deffenbaugh for a separate fee.

Staff has included some flexibility in the proposed Fourth Amendment to allow for the collection of additional yard waste if it is determined that 12 items per week during the months of March, April, August, September, October and November are not sufficient. For a slightly higher rate, collection during these months could be increased to an unlimited amount of yard waste.

The City Council should also be aware that the proposed amendment requires that the City Council adopt a Collection Route Map which outlines the specific day of the week services will be provided to specific locations of the City. Previously, this map was part of the contract. It is anticipated that Deffenbaugh Industries, Inc. will be requesting some route changes in 2010. Therefore, staff is recommending that this item be handled through the adoption of a map by the City Council rather than having to amend the contract, if and when, changes to the routes are approved by the City Council.

The City Attorney has reviewed the proposed amendment and representatives of Deffenbaugh Industries, Inc. have agreed to the terms in the amendment, but the amendment is still being reviewed by legal counsel of Deffenbaugh Industries Inc.. It is anticipated that this review will be completed to allow for execution of the agreement by December 31, 2009.

Therefore, staff recommends that the City Council authorize the Mayor to finalize and execute the Fourth Amendment to the Solid Waste, Recycling, Compostables and Bulky Item Collection 2002 Contract with Deffenbaugh Industries, Inc.

ATTACHMENTS:

Draft Copy of the Fourth Amendment to the Solid Waste, Recycling, Compostables and Bulky Item Collection 2002 Contract

FUNDING SOURCE

Fees for the FY 2010 period have been budgeted from the Solid Waste Utility Fund. Future year periods, will need to be budgeted and are subject to the Kansas Cash Basis Law.

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: December 17, 2009

**FOURTH ADDENDUM TO THE 2002 CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM
COLLECTION FOR THE CITY OF PRAIRIE VILLAGE, KANSAS**

This Addendum to Contract is made this ____ day of _____, 2009, by and between the City of Prairie Village, Kansas, a Kansas municipal corporation (hereinafter the "City") and Deffenbaugh Industries, Inc. (hereinafter the "Contractor").

WHEREAS, in July of 2001, the City issued a Request for Proposal for Solid Waste, Recyclables, Compostables and Bulky Item Collection for the City of Prairie Village for 2002; and

WHEREAS, thereafter the City accepted the Option C proposal of the Contractor, and on August 20, 2001, the parties entered into the current Contract for the collection of solid waste, recyclables, compostables and bulky item collection within the City (hereinafter the "Contract"); and

WHEREAS, on August 5, 2002. The parties agreed to an Addendum to Contract in which the parties agreed to renew and extend the Contract for a second one-year term for the period of January 1, 2003 through December 31, 2003; and

WHEREAS, on July 7, 2003, the parties agreed to a Second Addendum to Contract in which the parties agreed to renew and extend the Contract for a third term of three years (from January 1, 2004 through December 31, 2006), subject to the appropriate annual approval of funds by the City Council in accordance with the statutory requirements of the Kansas Cash Basis Law; and

WHEREAS, on June 20, 2005, the parties agreed to a Third Addendum to Contract in which the parties agreed to renew and extend the Contract for a fourth term of two years (from January 1, 2007 through December 31, 2009), subject to the appropriate annual approval of funds by the City Council in accordance with the statutory requirements of the Kansas Cash Basis Law; and

WHEREAS, the parties now desire to enter into this Fourth Amendment to Contract to renew and extend the Contract for a fifth term of four years (from January 1, 2010 through December 31, 2013), subject to the appropriate annual approval of funds by the City Council in accordance with the statutory requirements of the Kansas Cash Basis Law; and

WHEREAS, as detailed below, the parties also hereby agree that the unit price for 2010 shall be \$14.55, that the unit price for 2011 shall be \$15.71, but that thereafter, the unit price during the fifth term may be increased annually, beginning on January 1, 2012, in an amount equal to any increase of the Refuse Rate Index (as defined below), provided such increase is subject to a maximum annual increase cap of five (5%) percent; and

FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
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WHEREAS, the parties hereby also agree that all other provisions of the Contract and associated Amendments shall remain as provided in the terms of the Contract as Amended; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed by the parties that the Contract shall be extended and amended as follows:

1. Except as modified hereafter, the Contract and the provisions therein shall be extended immediately upon the conclusion of the current fourth term for a fifth term of four (4) years beginning of January 1, 2010, and continuing through December 31, 2013. Provided, however, that the parties hereby acknowledge that each year consisting of the fifth term is subject to the Kansas Cash Basis Law codified at K.S.A. 10-1101, et. seq., and therefore, the continuation of the Contract beyond the current shall be subject to the annual approval of said expenditures by the Prairie Village City Council, in accordance with said statutory requirements. In the event the City Council fails to approve said expenditures, the Contract (as extended and modified by the Addendums) shall automatically terminate.
2. For the period of January 1, 2010 through December 31, 2010 (hereinafter the "2010 Period"), the unit price applicable to section 11 regarding Payments (see G-11) for the weekly collection of solid waste, recyclables, and compostable for approximately 8,250 homes (to be collected at the curb line with permanent containers returned to the curb line as prescribed by Option C) will be fourteen and 55/100 dollars (\$14.55) per unit per month. For the period of January 1, 2011 through December 31, 2011 (hereinafter the "2011 Period"), the unit price applicable to section 11 regarding Payments (see G-11) for the weekly collection of solid waste, recyclables, and compostable for approximately 8,250 homes (to be collected at the curb line with permanent containers returned to the curb line as prescribed by Option C) will be fifteen and 71/100 dollars (\$15.71) per unit per month. Thereafter, upon one-hundred-eighty days (180) days notice, the Contractor may request that this per unit amount be reviewed and increased annually (to become effective on January 1, 2012 and January 1, 2013 accordingly) in accordance with any increase in the Refuse Rate Index (as defined in Section 3 below) over the previous year. Provided, however, that the parties agree that such increase shall not exceed the maximum allowed annual increase cap of five (5%) percent. No per unit increase shall be considered automatic, nor shall it become effective without the approval of the then-current City Council. It shall be the responsibility of the Contractor to notify the City of the amount of the requested annual increase, and to provide the city with supporting data upon which the adjustment is calculated.

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FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
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3. For the purposes of determining any increase in the unit price based upon the Refuse Rate Index ("RRI"), as provided in Section 2, the following shall apply:
 - a. Using the most recent publications of the source documents identified below, the RRI adjustment shall be calculated in the following manner.
 - i. The expenses of performing the residential solid waste, recycling and compostable collection services shall be broken down into the following five cost categories: Labor, Fuel, Vehicle Replacement, Maintenance and All Other. Each cost category is assigned a weight percentage factor on that cost category's proportionate share of the total of the cost shown for all cost categories.
 - ii. The expenses of performing the residential solid waste, recycling and compostable collection for the designated period shall be prepared in the following format:

Operating Cost Statement – Description

Operating Costs:

Labor

- List all administrative, officer, operation and maintenance salary accounts.
- List payroll tax accounts directly related to the above salary accounts.

Fuel

- List all fuel and oil accounts.

Vehicle Replacement

- List all Collection and Collection-related vehicle depreciation accounts.
- List all vehicle lease or rental accounts related to Collection or Collection-related vehicles.

Vehicle Maintenance

- List all Collection or Collection-related vehicle parts accounts.

All Other

**FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
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- List all other expense accounts related to the services provided under this Contract (as extended and modified by the Addendums). This category includes: all insurance, including general liability, fire, truck, damage, extended coverage and employee group medical and life; rent on property; truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscriptions; advertising; employee retirement or profit-sharing contributions and miscellaneous other expenses.
- iii. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month period, in accordance with the terms of the Contract (as extended and modified by Addendums).

Cost Category	Index	Source
Labor	Employment Cost index Compensation for Service Producing Industries	Monthly Labor Review Bureau of Labor Statistics
Fuel*	Producer Price Index Light Fuel Oils #2 Diesel Fuel	Producer Price Index Bureau of Labor Statistics
Vehicle Replacement	Producer Price Index Heavy Duty Trucks	Producer Price Index Bureau of Labor Statistics
Maintenance	Producer Price Index Industrial Trucks & Tractors	Producer Price Index Bureau of Labor Statistics
All Other	¾ Consumer Price Index U.S. City Average (unadjusted) All Urban Consumers All Items	Consumer Price Index Detailed Report Bureau of Labor Statistics
*Fuel Prices will be based on a Monthly Average over a 12 month Period. **Index and Source may be changed upon mutual agreement of both parties		

- iv. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage change for each cost category are added together to calculate the RRI.

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- b. For illustrative purposes, attached to and incorporated herein is Attachment A. which illustrates the calculation for RRI.
4. Upon any request by the Contractor for an increase in the unit price, as provided in Section 2 above, the City and its designated representative shall have the right to examine those books, records and other documents (whether written or in electronic format) necessary to verify the correctness of the unit price increase, and the Contractor's calculation of the RRI. No payment by the City shall be construed as a waiver of this right to audit or as an absolute acceptance of the unit price increase or of the Contractor's calculation of the RRI. Upon any evidence supporting any overpayment, the City shall be entitled to the appropriate refund.
5. The language and provisions of section 2: Location of Area of the General Provisions (see page G-1) shall be replaced with the following:

2. LOCATION OF AREA:

The collection services to be provided under this contract are depicted on the attached map dated May 5, 2006. Exhibit 1 of the Contract is hereby replaced with Attachment B: Revised Exhibit 1: Collection Map of this addendum.

6. The language and provisions of section 2a: Days of the Week that Services Shall be Rendered of the General Provisions (see page G-1) shall be replaced with the following:

2.a. DAYS OF THE WEEK THAT SERVICES SHALL BE RENDERED:

The Director and the Contractor, by and with the consent of the governing body of the City, shall adopt a map specifying which dwelling units will be collected on which days of the week.

7. The language and provisions of section 7: Definitions and Terms, CONTRACT, OR CONTRACT DOCUMENTS: (see page G-4) shall be replaced with the following:

CONTRACT, OR CONTRACT DOCUMENTS : (Contract and Contract Documents have the same meaning.)
The Contract consists of the following:
General Provisions
Special Provisions – Solid Waste
Special Provisions – Recyclables

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FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
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Special Provisions-Compostables
Collection Map – Exhibit 1 as
modified by Fourth Addendum
Recyclables Container – Exhibit 2
as modified by Fourth Addendum
Performance Bond – Exhibit 3
Insurance
Change Orders

8. The language and provisions of section 7: Definitions and Terms, **RECYCLING CONTAINER:** (see page G-6) shall be replaced with the following:

RECYCLING CONTAINER:

The type(s) and size(s) of containers shall be approved by the Director. Each container shall be of a color and contain graphics approved in writing by the Director. The recycling container shall be provided by the Contractor.

9. The language and provisions of section 7: Definitions and Terms, **SOLID WASTE CONTAINER:** (see page G-8) shall be replaced with the following:

SOLID WASTE CONTAINER:

The type(s) and size(s) of containers shall be approved by the Director. Each container shall be of a color and contain graphics approved in writing by the Director. The solid waste container shall be provided by the Contractor.

10. The language and provisions of section 7: Definitions and Terms, shall be amended to include the term **COMPOSTABLE MATERIAL CONTAINER:** as defined below:

COMPOSTABLE MATERIAL CONTAINER:

The type(s) and size(s) of containers shall be approved by the Director. The compostable material container(s) shall be provided by the owner of each dwelling unit.

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11. The language and provisions of section 10: NUMBER OF DWELLING UNITS: (see page G-10) shall be replaced with the following:

The number of the dwelling units for which collection service is to be provided under this contract are approximate and do not constitute a warranty or guarantee by the City as to the exact number to be served. Payment for each month's service shall be determined by applying the contract unit price for collection per month per dwelling unit to the actual number of dwelling units from which items were collected during that month as adjusted each two months and as determined by the Director. The City shall provide an initial number of dwelling units at the beginning of each year. Thereafter, the Contractor shall provide a count of the number of dwelling units serviced to the Director on an every-other-month basis.

12. The language and provisions of section 26: COLLECTION SCHEDULE: (see page G-15) shall be replaced with the following:

Contractor shall ensure regular collection service to each dwelling unit designated by the City. Adequate equipment, forces and materials shall be made available by the Contractor to start work on the date ordered by this Contract and to comply with the collection schedule adopted by the City.

13. The language and provisions of section 32: ORDINANCE AND REGULATIONS: (see page G-17) shall be replaced with the following:

The Contractor's particular attention is directed to Chapter Fifteen (15) Utilities Article 3 of the Municipal Code of the City of Prairie Village entitled "Solid Waste." Copies of the Ordinance and Regulations are obtainable from the City Clerk. The Contractor must follow all requirements of Chapter 15 Section 3 as amended from time to time.

14. The language and provisions of Special Provisions – Solid Waste Collection section 3: STORAGE CONTAINERS: (see page SW-1) shall be replaced with the following:

On a mutually agreeable date, but not prior to April 24, 2010, the Contractor and City agree to the following:

All materials to be collected will be placed in approved closed refuse containers except items too large to fit into the containers as identified in Special Provisions – Solid Waste Collection, Materials to be Collected 1. b..

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Residents shall be provided, at the Contractor's cost, one sixty-five (65) gallon ploy-cart or one thirty-five (35) gallon poly-cart for the collection of bagged residential solid waste. Residents shall be limited to the selected ploy cart (35 or 65 gallon) with the exception that additional or overflow waste may be collected only if contained within a bagged container not to exceed 65 lbs and displays an approved Contractor's overflow waste sticker.

Presently, the overflow waste sticker shall be available at a cost of \$1.25 per bag. One dollar (\$1) of the proceeds from the sale of the stickers shall be the property of the Contractor, and twenty-five cents (\$.25) of the proceeds shall be the property of the City to be distributed as it sees fit. The Contractor shall be responsible for all costs associated with the printing of the overflow waste sticker. Contractor and City agree to work in good faith to make the overflow waste sticker conveniently available to residents and provide a reasonable accounting to one another of proceeds collected.

Contractor shall retain ownership of all poly-solid waste carts provided for residential use, and upon request shall deliver additional new carts and/or replacement carts at Contractor's cost billable to and payable by the residential property owner. Poly-solid waste carts which are damaged by the Contractor shall be replaced at no cost to the residential property owner.

Compostable materials will not be allowed in solid-waste containers.

15. The language and provisions of Special Provisions – Solid Waste Collection section 4: RUBBISH TO LARGE FOR CONTAINERS: (see page SW-2) shall be replaced with the following:

On a mutually agreeable date, but not prior to April 24, 2010, the Contractor and City agree to the following:

Contractor will collect one (1) item per month that is considered too large for containers, such as smaller items of, rugs, counter top appliances, small furniture suitable for collection by conventional equipment will be placed at the curb line or roadside for collection and will extend no more than ten (10) feet behind the curb line or back of the sidewalk whichever is greater. "Rubbish to Large for Containers" shall exclude construction or demolition material; automobile parts; tires; batteries; hazardous wastes; and items that cannot be reasonably transported by two individuals. The "Rubbish to Large for Containers" item will be placed on the last week of the designated day of collection.

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16. The language and provisions of Special Provisions – Solid Waste Collection section 5: BULKY RUBBISH: (see page SW-2) shall be replaced with the following:

In the event resident place items for collection that do not meet the parameters of Special Provisions – Solid Waste Collection section 4: RUBBISH TO LARGE FOR CONTAINERS, the Contractor will notify the resident by a tag system of a special pickup arrangement required for these items. Tags will be furnished by the Contractor for this purpose.

The Contractor may charge a reasonable fee for collection and disposal of such items if the resident chooses to not to reduce the waste to the required volume or the item is not included as part of the Special Provisions – Solid Waste Collection section 4: RUBBISH TO LARGE FOR CONTAINERS.

Once a year the Contractor will provide bulky waste pickup as provided in Special Provisions for Bulky Waste Pickup.

17. The language and provisions of Special Provisions – Solid Waste Collection section 9: COLLECTION DAY: (see page SW-3) shall be replaced with the following:

The Contractor shall provide weekly collection of solid waste materials in accordance with Paragraph 2.a. of the General Provisions.

18. The language and provisions of Special Provisions – Solid Waste Collection section 10: PENALTY: (see page SW-3) shall be replaced with the following:

If the Contractor fails collect the solid waste material within a twenty-four (24) hour period after notification of the Contractor by the Director (or his/her designee) penalties in accordance with Paragraph 44 of the General Provisions shall apply.

If the Contractor fails to dispose of the collected solid waste material at an approved site, the City will consider the Contractor in breach of contract which is cause for termination in accordance with Paragraph 30 of the General Provisions.

19. The language and provisions of Special Provisions – Special Provisions – Recyclables Collection section 2: STORAGE CONTAINERS: (see page R-1) shall be replaced with the following:

On a mutually agreeable date, but not prior to April 24, 2010, the Contractor and City agree to the following:

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All materials to be collected will be placed in approved closed recycling containers Residents shall be provided, at the Contractor's cost, one sixty-five (65) gallon ploy-cart for the collection of recyclable material, in substantially the style reflected in Exhibit 2 attached to this Contract. Exhibit 2 is hereby replaced with Attachment C: Revised Exhibit 2- Recycling Container of this addendum.

Contractor shall retain ownership of all poly-recycling carts provided for residential use, and upon request shall deliver additional new carts and/or replacement carts at Contractor's cost billable to and payable by the residential property owner. Poly-recycling carts which are damaged by the Contractor shall be replaced at no cost to the residential property owner.

20. The language and provisions of Special Provisions – Special Provisions – Recyclables Collection section 5: MATERIALS TO BE COLLECTED: (see page R-1,2) shall be replaced with the following:

The Director, by and with the consent of the governing body of the City, shall define and promulgate reasonable and necessary rules and regulations governing the recycling management system, including the items to be recycled. These rules and regulations shall be filed in the office of the City Clerk. Currently, recyclable materials approved for collection include: newsprint, magazines and other "slick stock" papers, office paper, tin cans, HDPE and PET plastic containers #1 thru #7, aluminum beverage containers, corrugated cardboard, chipboard and carrier stock. The Director of Solid Waste, in conjunction with the Contractor, will determine which items will be collected for recycling based upon whether the items are marketable. The Contractor agrees to provide and furnish all labor, supervision, material, permits, licenses and equipment necessary to provide collection of recyclables for occupants of specified dwelling units.

21. The language and provisions of Special Provisions – Special Provisions – Recyclables Collection section 9: REVENUE FROM RECYCLABLES: (see page R-2) shall be replaced with the following:

For the 2010 Period, the Contractor shall sell all recyclable materials collected from curbside and retain all receipts from such sales, or shall pay to have such materials recycled and shall retain all receipts from such transaction.

The Contractor, in conjunction with the Director, and the approval of the City Council, shall develop a rewards program for residential recycling which shall start January 1, 2011.

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In lieu of the development of a rewards program for residential recycling The Contractor will provide the City a share in any revenue received by the Contractor upon the sale of specified recyclable materials collected from the City's residential units in accordance the Curbside Recycling Revenue Sharing Proposal contained in Attachment D: Curbside Recycling Revenue Sharing Proposal City of Prairie Village.

Contractor must collect and transport recyclables from their place of storage to a reclamation facility or directly to their place of processing.

22. The language and provisions of Special Provisions – Special Provisions – Recyclables Collection section 10: COLLECTION DAY: (see page R-3) shall be replaced with the following:

The Contractor shall provide weekly collection of solid waste materials in accordance with Paragraph 2.a. of the General Provisions.

23. The language and provisions of Special Provisions – Solid Waste Collection section 11: PENALTY: (see page R-3) shall be replaced with the following:

If the Contractor fails collect the solid waste material within a twenty-four (24) hour period after notification of the Contractor by the Director (or his/her designee) penalties in accordance with Paragraph 44 of the General Provisions shall apply.

If the Contractor fails to dispose of the collected solid waste material at an approved site, the City will consider the Contractor in breach of contract which is cause for termination in accordance with Paragraph 30 of the General Provisions.

24. The language and provisions of Special Provisions – Special Provisions – Compostables Collection section 3: STORAGE CONTAINERS: (see page C-1) shall be replaced with the following:

All materials to be collected will be placed in approved compostable containers. Residents shall be responsible for providing their own compostable containers. Compostable material must be placed in biodegradable paper bags, rigid containers not exceeding thirty-five (35) gallon, or bundled so as not to exceed four (4) feet in length, eighteen (18) inches in diameter with trimmings two (2) inches in diameter or less, with no individual setout weighing more than sixty-five (65) pounds.

FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
THE CITY OF PRAIRIE VILLAGE, KANSAS

25. The language and provisions of Special Provisions – Special Provisions – Compostables Collection section 5: REFUSE QUANTITIES AND PREPARATION: (see page C-2) shall be replaced with the following:

Residents will be limited to the amounts of compostables they place for disposal as noted herein:

- a. Quantity: Each dwelling unit will be limited to eight (8) setouts per week during the months of January, February, May, June, July, and December. Each dwelling unit will be limited to twelve (12) setouts per week during the months of March, April, August, September, October and November.

Additional or overflow compostable material may be collected only if contained within an approved container or attached to a brown kraft bag, in the case of limb debris, and displays an approved Contractor's overflow compostable waste sticker. Presently, the overflow compostable waste sticker shall be available at a cost of \$1.25 per bag. One dollar (\$1) of the proceeds from the sale of the stickers shall be the property of the Contractor, and twenty-five cents (\$.25) of the proceeds shall be the property of the City to be distributed as it sees fit. The Contractor shall be responsible for all costs associated with the printing of the overflow compostable waste sticker. Contractor and City agree to work in good faith to make the overflow compostable waste sticker conveniently available to residents and provide a reasonable accounting to one another of proceeds collected.

At the discretion of the City, it may elect to increase the quantity of compostable material collected to the following:

Each dwelling unit will be limited to eight (8) setouts per week during the months of January, February, May, June, July, and December. Each dwelling unit will not be limited in the amount of compostables per week during the months of March, April, August, September, October and November. Additional set outs beyond the limits will be allowed but will be subject to Contractor's overflow compostable waste sticker.

An adjustment to the pay structure set forth in Section 2 of this Addendum shall be made as described below if the City elects to

FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
THE CITY OF PRAIRIE VILLAGE, KANSAS

increase the quantity of compostable material collected as described above:

<u>Collection Period</u>	<u>Collection Rate</u>
2010	\$14.82
2011	\$16.30
2012	Not to exceed 5% increase over 2011 Rate based on the Refuse Rate Index (RRI) as outline in Section 3 of this Addendum.
2013	Not to exceed 5% increase over 2012 Rate based on the Refuse Rate Index (RRI) as outline in Section 3 of this Addendum.

- b. Weights: No single item shall weigh more than 65 pounds.
- c. Volume: Approved compostable waste containers will not be larger than thirty-five (35) gallons.

26. The language and provisions of Special Provisions – Special Provisions – Compostables Collection section 9: COLLECTION DAY: (see page C-3) shall be replaced with the following:

The Contractor shall provide weekly collection of solid waste materials in accordance with Paragraph 2.a. of the General Provisions.

27. The language and provisions of Special Provisions – Solid Waste Collection section 10: PENALTY: (see page C-3) shall be replaced with the following:

If the Contractor fails collect the solid waste material within a twenty-four (24) hour period after notification of the Contractor by the Director (or his/her designee) penalties in accordance with Paragraph 44 of the General Provisions shall apply.

If the Contractor fails to dispose of the collected solid waste material at an approved site, the City will consider the Contractor in breach of contract which is cause for termination in accordance with Paragraph 30 of the General Provisions.

28. For the 2010 Period and for the fifth term ending on December 31, 2013, the annual cost for the provision of the annual (one time per year) collection and disposal of residential bulky waste items for occupants of specified housing units consisting of less than four (4) dwelling units within the City (approximately 9,500 units) during a one-week period in

FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
THE CITY OF PRAIRIE VILLAGE, KANSAS

April as provided for in Alternative #1 of the Contract shall be thirty-thousand dollars (\$30,000).

29. Contractor will provide for collection of both solid waste and recyclable materials at the following City Facilities: City Hall/Police Building, Outdoor Municipal Swimming Pool, Harmon Park, and Public Works.
30. Notices: All notices shall be directed, in writing to the following representatives of the parties:

City: City of Prairie Village
Attention: Dennis J. Enslinger
cc: Quinn Bennion
7700 Mission Road
Prairie Village, KS 66208

Contractor: Deffenbaugh Industries, Inc.
Attention: Mike Clagett
cc: General Counsel
P.O. 3220
Shawnee, KS 66203

31. All other provisions and terms contained within the Contract shall continue in applicability and force. As appropriate, the Contractor shall renew or maintain any required bond and insurance requirements and provide to the City sufficient evidence to the same.
32. This Addendum to Contract was approved by the Governing Body of the City of Prairie Village on the ___ day of _____, 2009.

FOURTH ADDENDUM TO CONTRACT
 FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
 THE CITY OF PRAIRIE VILLAGE, KANSAS

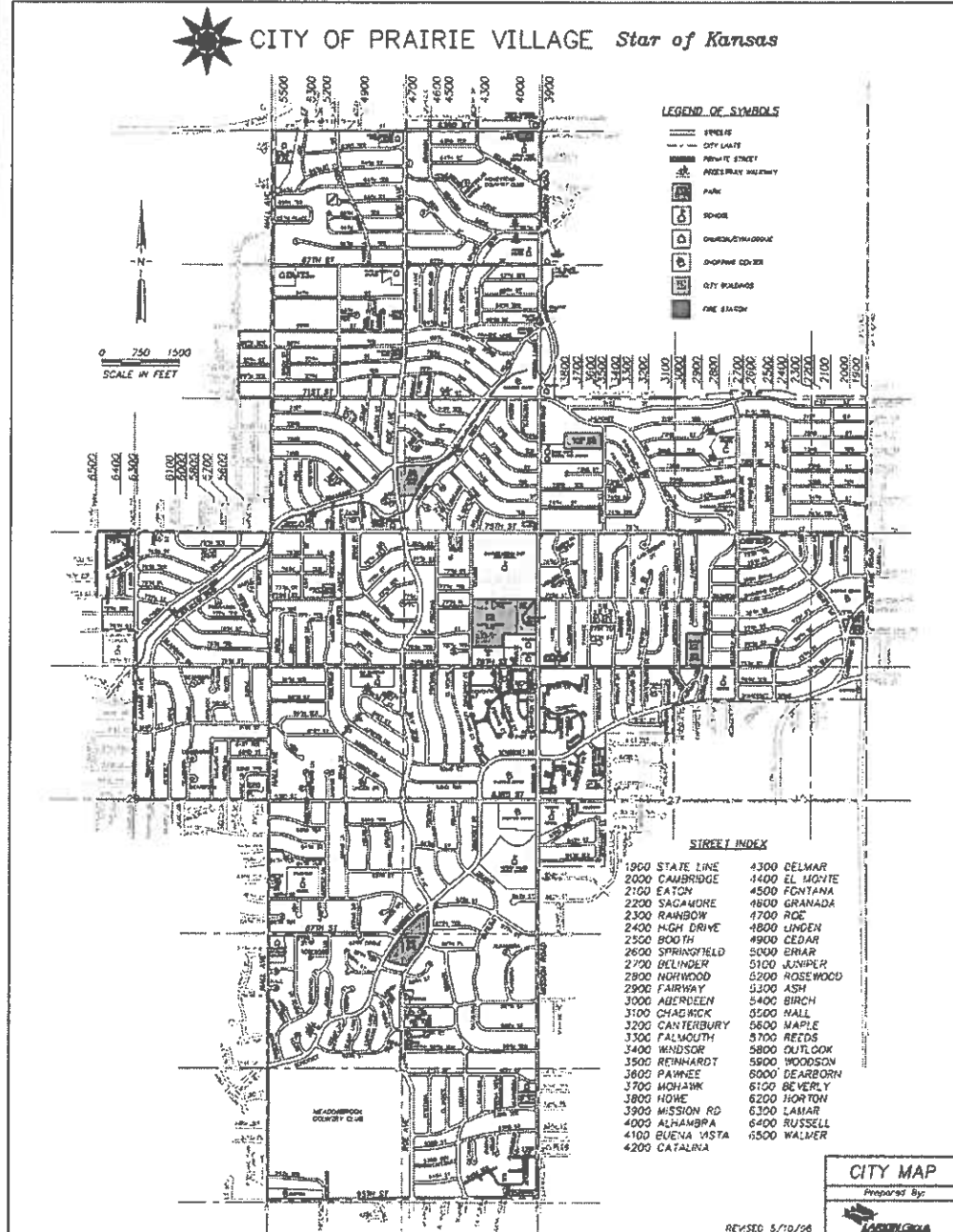
Attachment A: RRI Illustration

Recycling Rate Index – Example

Cost Category	Weight	Index	Source	Pct. Change 12/03 – 12/04	Weighted Pct. Change
Labor	56.740%	Employment Cost Index Compensation for Service Producing Industries	Monthly Labor Review Bureau of Labor Statistics	3.2999%	1.872%
Fuel	5.222%	Producer Price Index Light Fuel Oils #2 Diesel Fuel	Producer Price Index Bureau of Labor Statistics	37.9205%	1.980%
Vehicle Replacement	6.283%	Producer Price Index Heavy Duty Trucks	Producer Price Index Bureau of Labor Statistics	4.4202%	0.278%
Maintenance	11.659%	Producer Price Index Industrial Trucks & Tractors	Producer Price Index Bureau of Labor Statistics	4.7584%	0.555%
All Other	20.096%	3/4 Consumer Price Index U.S. City Average (unadjusted) All Urban Consumers All Items	Consumer Price Index Detailed Report Bureau of Labor Statistics	2.4417%	0.491%
Total	100.000%				5.176%

FOURTH ADDENDUM TO CONTRACT
 FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
 THE CITY OF PRAIRIE VILLAGE, KANSAS

Attachment B: Revised Exhibit 1- Collection Map



FOURTH ADDENDUM TO CONTRACT
FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
THE CITY OF PRAIRIE VILLAGE, KANSAS

Attachment C: Revised Exhibit 2- Recyclables Container



FOURTH ADDENDUM TO CONTRACT
 FOR SOLID WASTE, RECYCLABLES, COMPOSTABLES AND BULKY ITEM COLLECTION FOR
 THE CITY OF PRAIRIE VILLAGE, KANSAS

**Attachment D: Curbside Recycling Revenue Sharing Proposal
 City of Prairie Village, Kansas**

For the purposes of determining the composite per ton value (PTV) of recyclable materials, the Contractor estimates the following materials allocations:

Fibers @ 93%	Newspaper	65.10% of total tons
	Mixed Paper	18.60% of total tons
	Corrugated	9.30% of total tons
Containers @ 7%	Plastics	3.50% of total tons
	Steel Cans	2.50% of total tons
	Aluminum Cans	1.00% of total tons

In order to calculate the composite per ton value (PTV) of recyclable materials, the Contractor will utilize the Official Board Markets (OBM) publication, also commonly referred to as the "Yellow Sheet". The transacted paper stock prices published for the Chicago index for News(8), OCC(11), and Mixed Paper(1) will be the determining values for fibers collected.

Should the values listed in the OBM for fiber materials collected be higher than the values offered by buyers utilized by the Contractor, the fiber values offered by mills shall be the determining values.

TPQ	Composite Per Tone Value			
	\$70.00 & Less	\$70.01 to \$80.99	\$81.00 to \$90.99	\$91.00 Plus
Less than 170	0%	0%	0%	0%
170 to 179	0%	1%	2%	3%
180 to 189	0%	2%	3%	4%
190 to 199	0%	3%	4%	5%
200 plus	0%	4%	5%	6%
Materials Allocations		Tons of Mat'ls for Quarter		
Fibers - 93%	Newspaper	65.10%	0.00	
	Mixed Paper	18.60%	0.00	
	Corrugated	9.30%	0.00	
Containers - 7%	Plastics	3.50%	0.00	
	Steel Cans	2.50%	0.00	
	Alum Cans	1.00%	0.00	
		0.00 Total		
Materials	Values/Ton	Extension		
Newspaper	\$ -	\$ -		
Mixed Paper	\$ -	\$ -		
Corrugated	\$ -	\$ -		
Plastics	\$ -	\$ -		
Steel Cans	\$ -	\$ -		
Alum Cans	\$ -	\$ -		
		\$ - Total Rev for Quarter		
Composite Per Ton Value		\$ -		
City Revenue @ %		\$ -		



ADMINISTRATION

Council Committee Meeting Date: December 21, 2009

City Council Meeting Date: December 21, 2009

COU2009-121: Consider Adoption of Solid Waste, Recycling, Compostables Collection Route Map.

RECOMMENDATION

Staff recommends that the City Council adopt the Solid Waste, Recycling, Compostables Collection Route Map as shown in Attachment A.

SUGGESTED MOTION

The City Council approve the Solid Waste, Recycling, Compostables Collection Route Map as shown in Attachment A.

BACKGROUND

As part of the Fourth Amendment to the Contract for Solid Waste, Recyclables, Compostables, and Bulky Item Collection 2002 Contract, the City Council is required to adopt a Solid Waste, Recycling, Compostables Collection Route Map. The proposed route map, in Attachment A, reflects current collection days for households which participate in the City Waste Management Program.

It should be noted that it is likely that Deffenbaugh Industries, Inc., the city's provider for citywide waste management services, will be requesting changes to the current routes sometime in 2010. The City Council would have to approve any route changes under the terms of the amended contract.

ATTACHMENTS:

Attachment A: Solid Waste, Recycling, Compostables Collection Route Map

FUNDING SOURCE

N/A

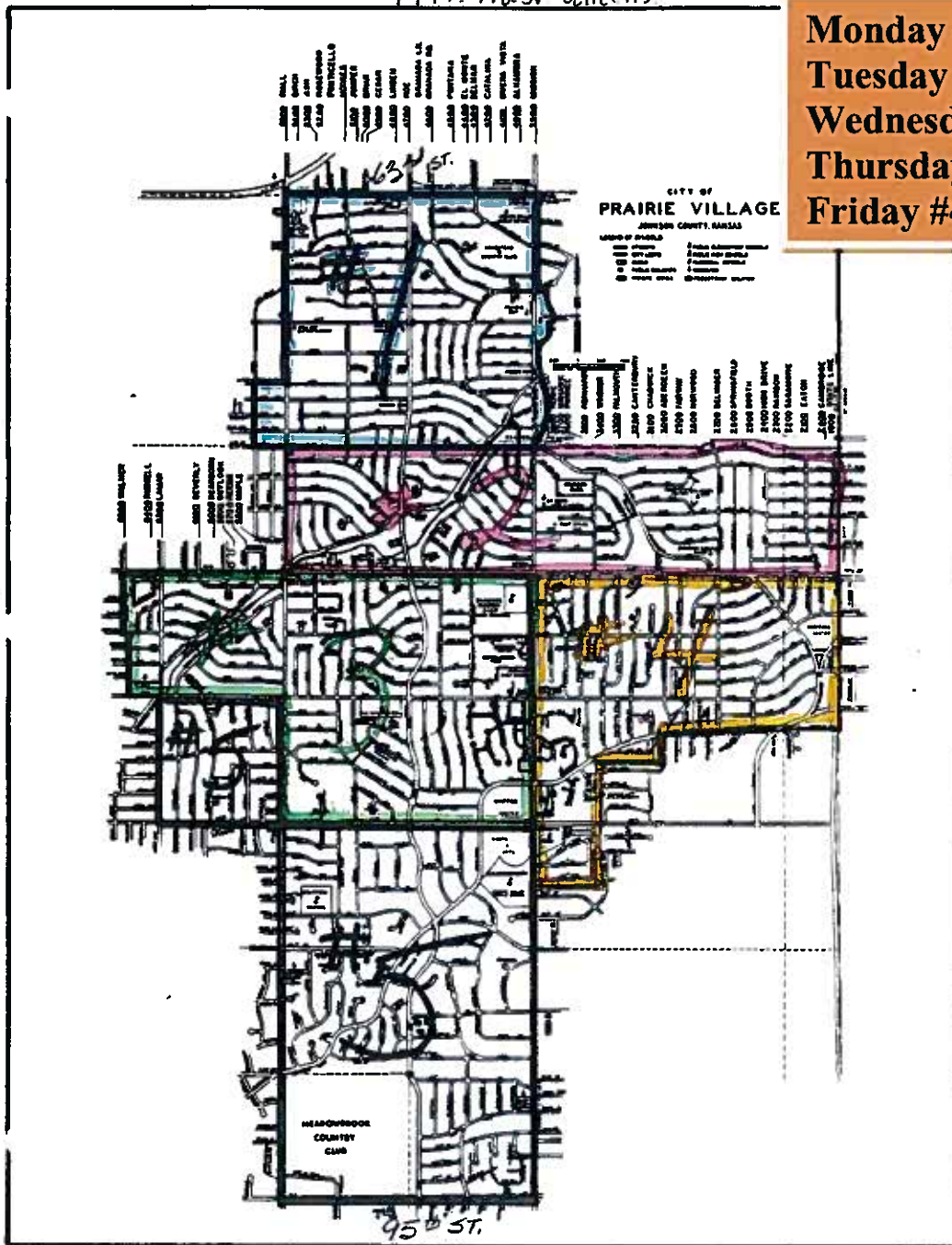
PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: December 17, 2009

ATTACHMENT A: City Council the Solid Waste, Recycling, Compostables Collection Route Map

1994 Trash Collection

Monday - #1
 Tuesday - #5
 Wednesday #2
 Thursday #3
 Friday #4



0511201 1



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009

Council Meeting Date: December 21, 2009

***COU2009-122: CONSIDER FINAL CHANGE ORDERS FOR PROJECTS 190869: 2009 STREET RESURFACING, CHANGE ORDER #3 (FINAL), PROJECT 190865: ROE AVENUE - SOMERSET DRIVE TO 83RD STREET, CHANGE ORDER #1(FINAL) AND PROJECT 190877: 83RD STREET - ROE AVENUE TO SOMERSET DRIVE, CHANGE ORDER #1(FINAL)**

RECOMMENDATION

Move to approve construction change order #3(Final) with O'Donnell and Sons Construction for Project 190869: 2009 Street Resurfacing Program for \$62,053.12.

Move to approve construction change order #1(Final) with O'Donnell and Sons Construction for Project 190865: Roe Avenue Resurfacing for \$18,489.80.

Move to approve construction change order #1(Final) with O'Donnell and Sons Construction for Project 190877: 83RD Street Resurfacing for \$8,463.80.

COUNCIL ACTION REQUESTED ON DECEMBER 21, 2009

BACKGROUND

This Final Change Orders reflects the final field measured quantities for all bid items. Most of the increase for Project 190869 was due to replacing all the sidewalk and curb on Homestead Drive.

FUNDING SOURCE

Funds are available in the Capital Infrastructure Program under projects 190869 - 2009 Street Resurfacing Program, Project 190865: Roe Avenue Resurfacing, and Project 190877: 83RD Street Resurfacing

RELATED TO VILLAGE VISION

TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.

ATTACHMENTS

1. Construction Change Order #3 (FINAL) 190869 with O'Donnell and Sons Construction
2. Construction Change Order #1 (FINAL) 190865 with O'Donnell and Sons Construction
3. Construction Change Order #1 (FINAL) 190877 with O'Donnell and Sons Construction

PREPARED BY

Keith Bredehoeft, Project Manager
December 14, 2009

Explanation of Changes

Project 19869 2009 Paving Program. This change order is to cover the following items:
Final As-Built Quantities.

This change order increases the contract amount by \$62,053.12

Calendar days were not added as result of this change order.

Original Contract Price	<u>\$1,364,161.50</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$1,406,661.50</u>
NET increase or decrease this Change Order	<u>\$62,053.12</u>
New Contract Price	<u>\$1,468,714.62</u>

No Change to Contract Time


The City does not anticipate a related Engineering Change Order.

Bob Pryzby, Director of Public Works
City of Prairie Village, KS

Date

Ronald L. Shaffer, Mayor
City of Prairie Village, KS

Date



O'Donnell and Sons, Inc

12/17/09

Date

CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1(FINAL)

Contractor's Name: O'Donnell & Sons

Project Title: C.A.R.S. Roe Ave. Resurfacing

Date Requested: _____

Owner's Project No.: 190865

Contract Date: February 17, 2009

REQUIRED CHANGES IN PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
6	\$3,000.00	EA	Large Tree Removal	11	\$500.00	\$5,500.00
894	\$57,216.00	LF	2" Asphalt Surface (Type 6)	117	\$64.00	\$7,488.00
728	\$30,940.00	SY	Full Depth Pavement Repair – Collector/Arterial	-728	\$42.50	-\$30,940.00
1307	\$32,675.00	LF	Concrete Curb and Gutter – Replaced Type B	296	\$25.00	\$7,400.00
122	\$5,490.00	SY	Replaced 4" Sidewalk	170	\$45.00	\$7,650.00
115	\$1,897.50	LF	Removal and Resetting Fence (Wood)	-115	\$16.50	-\$1,897.50
6	\$900.00	EA	Erosion Control - Gravel Filter Bags	4	\$150.00	\$600.00
2	\$5,500.00	EA	Manhole Adjustment (Sanitary)	2	\$2,750.00	\$5,500.00
100	\$1,950.00	LF	Underdrain Pipe (EST)	-100	\$19.50	-\$1,950.00
20	\$400.00	EA	Drain Tile Connection (EST)	-20	\$20.00	-\$400.00
488	\$1,098.00	LF	4" White Epoxy Pavement Marking	-488	\$2.25	-\$1,098.00
305	\$1,525.00	LF	12" White Epoxy Pavement Marking	92	\$5.00	\$460.00
140	\$1,400.00	LF	24" White Epoxy Pavement Marking	27	\$10.00	\$270.00
0	\$0.00	CY	High Early concrete	414	\$6.00	\$2,484.00
0	\$0.00	LF	4" White Epoxy with black background	488	\$10.35	\$5,050.80
0	\$0.00	LS	Curb Inlet Adjustment	1	\$200.00	\$200.00
0	\$0.00	LS	Survey monument 83rd intersection	1	\$1,200.00	\$1,200.00
0	\$0.00	SY	Tick mill Roe Ave	5,600	\$1.93	\$10,808.00
0	\$0.00	LS	Lawn sprinkler repair (homeowners contractor)	1	\$164.50	\$164.50

TOTAL NET INCREASE \$18,489.80

Explanation of Changes

Project 19865 2009 C.A.R.S. Roe Ave. Paving Program. This change order is to cover the following items:
Final As-Built Quantities.

This change order increases the contract amount by \$18,489.80

Calendar days were not added as result of this change order.

Original Contract Price	<u>\$391,362.80</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$391,362.80</u>
NET increase or decrease this Change Order	<u>\$18,489.80</u>
New Contract Price	<u>\$409,852.60</u>

No Change to Contract Time

The City does not anticipate a related Engineering Change Order.

Bob Pryzby, Director of Public Works
City of Prairie Village, KS

Date

Ronald L. Shaffer, Mayor
City of Prairie Village, KS

Date



O'Donnell and Sons, Inc

12/17/09

Date

CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1(FINAL)

Contractor's Name: O'Donnell & Sons

Project Title: C.A.R.S. 83rd St. Resurfacing

Date Requested: _____

Owner's Project No.: 190877

Contract Date: February 17, 2009

REQUIRED CHANGES IN PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
1	\$500.00	EA	Large Tree Removal	-1	\$500.00	-\$500.00
4,789	\$11,972.00	SY	Cold Milling (2")	278	\$2.50	\$695.00
0	\$0.00	TON	2" Asphalt Surface (Type 3)	78.9	\$59.50	\$4,694.6
582	\$57,216.00	TON	2" Asphalt Surface (Type 6)	99	\$64.00	\$6,336.00
479	\$20,357.50	SY	Full Depth Pavement Repair - Collector/Arterial	-479	\$42.50	-\$20,357.50
609	\$32,675.00	LF	Concrete Curb and Gutter - Replaced Type B	302	\$25.00	\$7,550.00
265	\$14,310.00	SY	Replaccd 6" Concrete Driveway	32	\$54.00	\$1,728.00
616	\$19,712.00	SY	New 4" Sidewalk	219.5	\$32.00	\$7,024.00
27	\$1,593.00	SY	New ADA Ramp	43	\$59.00	\$2,537.00
82	\$1,845.00	SF	Truncated Dome Panel	78	\$22.50	\$1,755.00
1,055	\$7,912.50	SY	Sod - Fescue	-439	\$7.50	-\$3,292.50
118	\$767.00	SY	Sod - Bluegrass	-118	\$6.50	-\$767.00
1	\$2,500.00	EA	Manhole Adjustment (Storm)	1	\$2,500.00	\$2,500.00
100	\$1,950.00	LF	Underdrain Pipe (EST)	-100	\$19.50	-\$1,950.00
20	\$400.00	LF	Drain Tile Connection (EST)	-20	\$20.00	-\$400.00
0	\$0.00	CY	High Early concrete	10	\$6.00	\$60.00
0	\$0.00	LF	4" White Epoxy with black background	75	\$10.35	\$776.25
0	\$0.00	EA	Tree Relocation	1	\$75.00	\$75.00

TOTAL NET INCREASE \$8,463.80

Explanation of Changes

Project 19865 2009 C.A.R.S. Roe Ave. Paving Program. This change order is to cover the following items:
Final As-Built Quantities.

This change order increases the contract amount by \$8,463.80

Calendar days were not added as result of this change order.

Original Contract Price	<u>\$194,348.10</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$194,348.10</u>
NET increase or decrease this Change Order	<u>\$8,463.80</u>
New Contract Price	<u>\$202,811.90</u>

No Change to Contract Time

The City does not anticipate a related Engineering Change Order.

Bob Pryzby, Director of Public Works
City of Prairie Village, KS

Date

Ronald L. Shaffer, Mayor
City of Prairie Village, KS

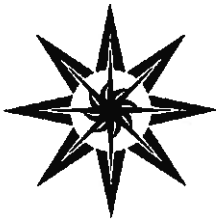
Date



O'Donnell and Sons, Inc

12/17/09

Date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009
Council Meeting Date: December 21, 2009

***COU2009-125: CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 2010 BOND**

RECOMMENDATION

Move to authorize the Mayor to sign the construction contract with O'Donnell & Sons Construction for, Project 2010 Bond for \$6,550,000.00.

BACKGROUND

Project 2010 Bond includes work on:

Street Projects-

- 90th Street (Roe Avenue to Somerset Drive)
- Juniper Lane (83rd Street to 86th Street)
- 87th Street (Somerset Drive to Nall Avenue)
- Fontana Street (75th Street to 79th Street)
- Canterbury (77th Street to end of CDS)
- High Drive (71st Terrace to 73rd Street)
- El Monte Street (74th Terrace to 75th Street)
- 67th Street (Mission Road to Roe Avenue)
- 79th Street (Roe Avenue to Nall Avenue)
- 93rd Street (Delmar Road to Roe Avenue)
- 79th Street (Booth Street to Belinder Avenue)
- 79th Street (Cambridge Street to Booth Drive)
- Cedar Street (70th Terrace to 71st Street)
- 72nd Terrace (Tomahawk Road to Nall Avenue)
- Aberdeen Street (77th Street to 79th Street)
- 79th Terrace (Rosewood Drive to Nall Avenue)
- 76th Street (State Line Road to Booth Drive)
- 80th Terrace (Rosewood Drive to 81st Street)

Drainage Projects-

- Prairie Lane Drainage Project
- Alhambra Drainage Project
- CMP Replacement Project- Many locations.

On December 11, 2009, the City Clerk opened bids for Project 2010 Bond. Four bids were received:

O'Donnell & Sons Construction	\$5,464,247.35
-------------------------------	----------------

J.M. Fahey Construction	\$5,534,514.40
McAnany Construction	\$5,999,923.35
Musselman & Hall Contractors	\$6,428,602.56
Engineer's Estimate	\$7,503,822.00

The Engineer has reviewed all bids.

There is \$6,550,000 budgeted for this project and \$6,550,000 will be spent on street and drainage projects. Due to the fact that the bids came better than expected we should be able to construct more streets that listed above. The scope of work could change on an individual street such as a complete reconstruction versus a mill and overlay causing less funds to be available for additional streets. The money left over after construction of all work listed above will be spent on additional streets from the list below.

Possible additional Street Projects if funds are available-

- Outlook Drive (Reeds Street to 81st Street)
- 94th Street (Delmar Road to Roe Avenue)
- 71st Terrace (State Line Road to Eaton Street)
- 90th Street (Delmar Road to Roe Avenue)

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program under Project 2010 Bond.

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Construction Agreement with O'Donnell & Sons Construction.

PREPARED BY

Keith Bredehoeft, Project Manager
December 16, 2009



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009

Council Meeting Date: January 4, 2010

COU2009-124: CONSIDER CONSTRUCTION ADMINISTRATION AGREEMENT FOR PROJECT 2010 BOND PROJECT WITH TRANSYSTEMS

RECOMMENDATION

Move to approve the construction administration agreement with TranSystems for Project 2010 Bond in the total amount of \$771,858.00

BACKGROUND

TranSystems was selected in 2009 to be our Construction Administration Consultant for 2009 and 2010. They performed very well as our consultant in 2009 and therefore we plan to use them again in 2010.

The construction cost of the 2010 Bond Project will be \$6,500,000. The \$771,858.00 is just over 11.5% of the construction cost which is similar to our recent construction projects. This contract will be a cost not to exceed contract.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$771,858.00 under the 2010 Bond Project.

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Construction Administration Agreement with TranSystems for Project 2010 Bond

PREPARED BY

Keith Bredehoeft, Project Manager

December 16, 2009

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

For

CONSTRUCTION ADMINISTRATION

For

PROJECT 2010 Bond

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

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Construction Administration of Project 2010 Bond- hereinafter called the "Project",

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

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

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

ARTICLE I - RESPONSIBILITIES OF THE CITY

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

The CITY shall do the following in a timely manner:

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

ARTICLE II - RESPONSIBILITIES OF THE CONSULTANT

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

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

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

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

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

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

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

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

integrity of the design concept of the completed project as a functioning whole as indicated in the Project Manual.

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

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

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

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

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

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

The Construction Manager shall:

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

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

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

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

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

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

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

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

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

The duties and responsibilities Construction Manager are as follows:

- 1 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 2 Serve liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Project Manual.
- 3 Obtaining from CITY additional details or information, when required for proper execution of the Work.

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

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

The Construction Manager shall not:

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

- 5 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized.
- 6 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 7 Authorize CITY to occupy the Project in whole or in part.

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

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

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

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

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

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

Typical entries for general information -

1. All reports shall show the CITY Project number and title and the CARS or SMAC project number
2. All entries shall be printed in black ink or computer generated
3. Detail the Construction Manager hours on the jobsite
4. Record weather conditions such as "sunny, temperature, precipitation type and amount (light, moderate, heavy)"
5. Complete the report the same day
6. Label the report using the consecutive numbers
7. Note any written or verbal instructions given to the Contractor
8. Note any non-compliance issued for the job
9. Record any unsatisfactory or non-compliant work and corrective actions taken
10. Report all job incidents involving the public such injuries, damages to property and equipment, safety conditions

11. Record the type, frequency and person providing testing
12. Detail job progress in terms of quantity, distances, stations, and weight as they are appropriate and applicable to project pay items
13. Record any factors adversely affecting progress of the work, such as utility conflict, material delivery, unforeseen conditions, plan changes, poor Contractor management, weather, etc.
14. Record any important visitors to the project and their nature of business
15. Sign and date the report
16. Send copy of report to Project Manager

Typical entries for subgrade work -

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

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

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

Typical entries for paving work -

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

Typical entries for storm drains -

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

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

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

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

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

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

ARTICLE III - COMPENSATION

The CITY agrees to pay the CONSULTANT, at Hourly Rates, to a Maximum Fee of **\$771,858.00** for the scope of services as specified herein unless modified by Change Order. CONSULTANT current Hourly Rate Schedule is attached as Exhibit A.

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

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

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

Both parties may submit an Engineering Change Order for major changes in scope, character, delays or complexity of Services. The Engineering Change Order may provide for changes in compensation and schedule, either upward or downward. The Engineering Change Order shall be signed by the CITY

and the CONSULTANT prior to the CONSULTANT proceeding with any work covered by this Agreement.

ARTICLE IV - GENERAL PROVISIONS

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

Time Schedule: The Street Resurfacing is anticipated to extend from March 1, 2010 to November 19, 2010 and from March 1, 2011 to June 15, 2011. The Storm Sewer Repair Work is anticipated to extend from January 1, 2010 to June 15, 2011.

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

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

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

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

Insurance: The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation – Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.

CONSULTANT'S insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 2007 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and CITY Agent shall be waived. CONSULTANT insurance policies shall be endorsed to indicate that CONSULTANT insurance coverage is primary and any insurance maintained by City or CITY Agent is non-contributing.

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF PRAIRIE VILLAGE, KS

CONSULTANT:

TRANSYSTEMS CORPORATION

By: _____

Ronald L. Shaffer

Mayor

By: _____

Thomas G. Swenson

Principal

Address for giving notices:

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

Address for giving notices:

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

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED BY:

Catherine Logan, City Attorney

Exhibit A
 Prairie Village Streets/Drainage Construction Management 2010 Fee Estimate

	CLASS.	HOURS	RATE	EXTENSION
PRE-CONSTRUCTION	E5	8	\$ 260.00	\$ 2,080.00
	I4	48	\$ 112.00	\$ 5,376.00
				\$ -
	TOTALS	56		\$ 7,456.00
CONSTRUCTION	I4	4108	\$ 112.00	\$ 460,096.00
	E3	120	\$ 142.00	\$ 17,040.00
	I2	3420	\$ 72.00	\$ 246,240.00
	E5	40	\$ 260.00	\$ 10,400.00
	TOTALS	7688		\$ 733,776.00
POST-CONSTRUCTION	E5	8	\$ 260.00	\$ 2,080.00
	I4	88	\$ 112.00	\$ 9,856.00
	TOTALS	96		\$ 11,936.00
SUMMARY	E5	56	\$ 260.00	\$ 14,560.00
	I4	4244	\$ 112.00	\$ 475,328.00
	E3	120	\$ 142.00	\$ 17,040.00
	I2	3420	\$ 72.00	\$ 246,240.00
		7840		\$ 753,168.00
TOTAL DIRECT LABOR				\$ 753,168.00
DIRECT EXPENSES				
37,380 MILES @ \$0.50 = \$ 18,690.00				\$ 18,690.00
ESTIMATED COST				\$ 771,858.00

Assumptions:

1 Project Lead (I4-Will Frasier)

All material testing by others

March 1, 2010 Construction NTP for Street Program

Construction will proceed on 3 streets at a time until November 19, 2010

Construction will resume on March 1, 2011 and extend to June 15, 2011

There will be one inspector per 1.5 open streets (I4 and I2) and the I4 will oversee the other inspection staff

January 1, 2010 NTP for Storm Sewer Program

Construction will proceed on the storm sewer through the winter and be complete Dec 1, 2010

The I4 will oversee storm sewer construction until March 1 and will then hand off to an I2

for completion. The I4 will be available to assist if any problems arise

I4 will be available for 1.5 days per week for oversight, PM duties, meetings, site visits, etc.

E3 will be available for 120 hours throughout the project duration to assist the City with any design related issues

Typical work week will be 5 days a week and 9 hours per day during summer and 8 hours per day over the winter

Mileage was figured at 40 miles per day per inspector and a 5% contingency



Exhibit A
TranSystems Corporation
Schedule of Hourly Rates for 2010
Kansas City Office

Classification	Rate	Classification	Rate
Principal/Engineer V	\$260	Surveyor IV	\$125
Engineer IV	\$189	Surveyor III	\$86
Engineer III	\$142	Surveyor II	\$62
Engineer II	\$114	Surveyor I	\$53
Engineer I	\$92	Three-Person Survey Crew	\$187
Architect IV	\$177	Two-Person Survey Crew	\$133
Architect III	\$120	Industry Specialist IV	\$185
Planner IV	\$195	Inspector V	\$185
Planner III	\$130	Inspector IV	\$112
Planner II	\$92	Inspector III	\$94
Planner I	\$75	Inspector II	\$72
Scientist IV	\$169	Inspector I	\$58
Scientist III	\$108	Administrator IV	\$213
Scientist II	\$85	Administrator III	\$146
Scientist I	\$76	Administrator II	\$71
Technician V	\$142	Administrator I	\$57
Technician IV	\$104	Clerical III	\$74
Technician III	\$85	Clerical II	\$63
Technician II	\$75	Clerical I	\$50
Technician I	\$61		

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2010. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: December 21, 2009

Council Meeting Date: January 4, 2010

COU2009-123: CONSIDER PROJECT 190728: PRAIRIE LANE DRAINAGE PROJECT- ENGINEERING CHANGE ORDER #1

RECOMMENDATION

Staff recommends the City Council approve engineering change order #1 with George Butler Associates for Project 190728: Prairie Lane Drainage Project for \$9,500.00.

BACKGROUND

This change includes the design for connecting two storm drains on 69th to the new storm drain system on Prairie Lane. This change will make it so the storm drain system in the back yards between 69th Street and Prairie Lane west of Tomahawk Road will only receive water from runoff in the backyards and no water from the street.

FUNDING SOURCE

It is requested to move \$55,000 from the Drainage Bond account to project 190728.

Funds are available in the Drainage Bond account for 190728.

RELATED TO VILLAGE VISION

- 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. Engineering Change Order #1 with George Butler Associates.

PREPARED BY

Keith Bredehoeft, Project Manager
December 14, 2009



CITY OF PRAIRIE VILLAGE
 PUBLIC WORKS DEPARTMENT
 ENGINEERING CHANGE ORDER NO. 1

City's Project: 190728 Prairie Lane Drainage

Date Requested: November 25, 2009

Contract Date: October 19, 2009

Consultant's Name: George Butler and Associates

Contractor's Name:

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
	\$47,586.00		Additional Engineering Services			\$57,086.00

TOTAL \$47,586.00

TOTAL \$57,086.00
 NET Increase \$9,500.00

EXPLANATION OF CHANGE - This change order is to cover the following items:
 This change includes the design for connecting two storm drains on 69th to the new storm drain system on Prairie Lane.
 This change will make it so the storm drain system in the back yards between 69th Street and Prairie Lane west of Tomahawk Road will only receive water from runoff in the backyards and no water from the street.

	Contract Value	Contract Days
Original Contract	\$47,586.00	
Current Contract Including previous Change Orders	\$47,586.00	
NET This Change Order	\$9,500.00	
New Contract Price	\$57,086.00	

Christopher D. Munch
 Engineer
 George Butler Associates, Inc

Dec. 18, 2009
 Date

 Bob Pryzby, Director of Public Works
 City of Prairie Village, KS

 Date

 Ronald L. Shaffer, Mayor
 City of Prairie Village, KS

 Date



COUNCIL COMMITTEE

Committee Meeting Date: December 21, 2009

Council Meeting Date: January 4, 2010

COU2009-126: Consider approval of a Resolution of Support and funding commitment for joint membership in KCADC with the NE JoCo Chamber and other NE cities.

SUGGESTED MOTION

Move that the City Council approve a Resolution of Support and funding commitment for joint membership in Kansas City Area Development Council (KCADC) with the NE JoCo Chamber and other NE cities.

RECOMMENDATION

Finance Committee recommends approval and participation in KCADC at the level of \$2,800 per year.

BACKGROUND

In the past, Prairie Village has approached economic development efforts and membership in a variety of ways. Previously, the City has been involved in the EDC of NE JoCo and NE JoCo Chamber economic development efforts. Currently, the City is not a member of any economic development group.

Most of the NE JoCo cities and the NE JoCo Chamber have expressed interest in a joint membership with KCADC. Kansas City Area Development Council (KCADC) is an area wide economic development organization. The investment partners include 38 local communities along with hundreds of private entities within an 18 county region. KCADC promotes job growth and retention within the entire Kansas City metro area.

Membership in KCADC enables participation in regional meetings including the ED alliance, Full Council Investor meeting and the annual meeting. Members also receive regular updates related to area promotions and recruitment efforts. While Prairie Village does not have significant undeveloped property or employment centers, job growth in the metro area is beneficial to all communities.

The attached resolution outlines the City's commitment and joint participation in the KCADC. The City would be committing to membership for at least three years. At that time, the NE JoCo Chamber and member cities would reevaluate the benefits and investment in KCADC membership.

Enclosures:

- Resolution of Support - No. 2009-22
- Overview of KCADC
- KCADC Investment Overview (benefits of membership)
- Investor listing by Industry

FUNDING SOURCE

Economic Development Funds would be used for the City's membership dues. The City's share of membership dues is calculated to be \$2,800 per year. The group membership is \$7,500 total with each city paying a pro-rata share based on population.

PUBLIC NOTICE

Not applicable.

Prepared By:

Quinn Bennion
City Administrator
Dec. 18, 2009

RESOLUTION NO. 2009-22

A Resolution of Commitment for regional membership to the Kansas City Area Development Council (KCADC) and supporting regional economic development with the Northeast Johnson County Chamber of Commerce.

Whereas, the City of Prairie Village has invested various resources for development and redevelopment within our city limits, and

Whereas, the City of Prairie Village is a charter member of the Northeast Johnson County Chamber of Commerce, and

Whereas, the City of Prairie Village wishes to advance economic strength through regional cooperation with the CITIES of Mission, Fairway, Mission Hills, Roeland Park, Mission Woods, Westwood, Westwood Hills and Merriam, and

Whereas, regional membership to the Kansas City Area Development Council (KCADC) can provide an affordable approach to marketing, prospecting and networking for local and regional economic development efforts.

Now therefore, be it resolved that:

1. The CITIES are committed to working with the Northeast Johnson County Chamber of Commerce on a regional economic development effort.
2. The CITIES will sustain investment with KCADC membership for three (3) years on a pro-rata basis.
3. The CITIES will evaluate its regional economic development effort at the end of three (3) years to determine additional funding.
4. This commitment is subject to annual appropriation.
5. The Mayor is authorized to execute this Resolution upon its passage.

ADOPTED BY THE GOVERNING BODY THIS ____ DAY OF _____, 2009.

Prairie Village

Merriam

Fairway

Mission

Mission Hills

Mission Woods

Roeland Park

Westwood Hills

Westwood

Northeast Johnson County Chamber

INVESTING IN THE KANSAS CITY AREA DEVELOPMENT COUNCIL

GOAL AND MISSION

To create wealth and economic opportunity in Regional Kansas City through the attraction, retention and creation of job-creating investment

KCADC OVERVIEW

The Kansas City Area Development Council promotes economic development throughout the Greater Kansas City region. Comprised of a unique series of partnerships between more than 250 corporate, city, county and state leaders, KCADC's role is to:

- **Actively promote the area to national and international businesses**
- **Position the region as a major competitor for top projects**
- **Equally represent all the communities**
- **Match the right company to the right community**
- **Facilitate final negotiations between the company and their chosen community**

Established in 1976 the private, non-profit organization has assisted more than 500 companies with successfully locating new or expanded facilities to the 18-county, bi-state region. Together, these firms and organizations have created more than 50,000 new jobs and utilized over 20 million square feet of office space.

Recognizing the competitive advantage afforded unified communities, KCADC also launched two unique branding campaigns – **OneKC** and **ThinkKC**. With an over all message of “we are one,” the OneKC campaign is designed to build unity and regional cooperation among area communities, counties, and corporations across the state line. ThinkKC is a national marketing and branding campaign designed to elevate Greater Kansas City as the preeminent location of choice for growing companies throughout the nation and the world – in other words, “ThinkKC” for major expansion, relocations and investments.

BENEFITS OF MEMBERSHIP

Membership in KCADC is one of the best marketing investments for KC area companies. Investor status brings prominent positioning among the region's top corporations, an inside track on new business deals and access to key local leaders. In addition, KCADC investor members have the opportunity to directly impact the area's future growth. Here are ways KCADC keeps investors involved:

Inside Information

Investors are notified in advance of major business development announcements, and provided with monthly and quarterly updates on the area's progress.

Business Referrals

KCADC works to connect investors with businesses expanding and relocating to KC.

Client Recruitment

Investors are selectively asked to meet personally with corporate prospects, helping to "sell" the Kansas City region as the location of choice for growing and expanding businesses.

Special Recruitment Initiatives

Investors often provide specialized support for major recruitment initiatives, including headquarters attraction, life sciences, animal health, technology, transportation and manufacturing.

Prospecting Events

Periodically, these KCADC-sponsored events give investors an opportunity to participate directly in KC area recruiting efforts.

CONNECTING WITH AREA LEADERS

Investing in KCADC offers area leaders the opportunity to build and enhance corporate ties through various events and programs.

Full Council Investor Briefings

Held quarterly, these events allow our investors to receive timely, comprehensive updates on KCADC's business recruitment activities and marketing initiatives.

Annual Meeting

Attended by more than 1,500 area leaders, this once-a-year event highlights development success and KCADC partners.

12@12 Investor Roundtables

Informal monthly roundtable discussions hosted by KCADC Board of Directors and other investors.

Investor Receptions

Regular receptions help recognize new investors and encourage networking among KCADC members.

INVESTOR RESOURCES

A powerful investor benefit is the variety of direct services offered to members, designed to support each firm's profitability and success. Investors regularly rely on KCADC staff expertise to expand their own sales, research, publicity, marketing, real estate and online programs.

KCADC offers investors these additional resources and tools for success:

Internet Presence

All KCADC investors are profiled on KCADC's area-wide business development Web site, www.thinkKC.com. As the region's on-line clearinghouse for economic research and development data, the site receives heavy traffic locally and worldwide.

National Publicity

KCADC is in regular dialogue with the top national and regional business media, and helps investors gain publicity by funneling company information and setting up interviews.

Real Estate Database

KCADC tracks available buildings, sites, office space and properties throughout the OneKC area, allowing investors and prospects access to a wealth of data.

Research Support

With in-house research capabilities, KCADC supports investors with accurate, timely information on all aspects of the Kansas City area.

Investor Directory

KCADC publishes a comprehensive directory of investor corporations and communities. Profiles on each investor are a resource for those seeking background on top firms in the region.

Speakers Bureau

Investors have access to key KC leadership who can speak to various groups upon request. Speakers provide updates on KC area business developments, targeted initiatives and marketing efforts.

For more information about investing in the Kansas City Area Development Council, please contact Bob Marcusse, President and CEO, at 916.374.5676 or marcusse@thinkKC.com; or Jennifer Lyon, Investor Relations Director, at 816.374.5648 or lyon@thinkKC.com.

KCADC: WHO WE ARE AND WHAT WE BELIEVE

MISSION STATEMENT

To enhance job-creating investment to the 18-county, bi-state metropolitan area.

GOAL

To create wealth and economic opportunity in Kansas City.

KCADC has led regional economic development in Kansas City since 1976. We are organized to attract to the 18-county area, companies from outside this area and actively compete for the growth and retention of existing companies of regional impact. ***We do not involve ourselves in intra-Kansas City business moves.*** We are a sales and marketing organization that must work in partnership with both the states of Missouri and Kansas, and all of our local communities if we are to be successful. Additionally, we undertake targeted initiatives designed to either position Kansas City to be successful in a particular niche industry or to be prepared for the economy of the future.

CORE BUSINESS

Our core business is to build community wealth by attracting major employers to Greater Kansas City and partnering in the growth of companies in Kansas City. Most often these are companies who select Kansas City in a competitive process, having the ability to successfully locate their business in any number of other major markets. The following summarize our beliefs about our business.

SUCCESS

Success is the expected outcome when we consistently work to create a competitive product; promote that product to our customers; make the economic development process efficient, certain, and user-friendly; and approach every opportunity with a passion to succeed.

PRODUCT

Our 18-county, bi-state area is a product that competes in the marketplace of commerce with other products. As a product, it can be measured, evaluated, scored, or graded. Its assets are those characteristics that contribute to the success of a business. Its liabilities are those characteristics that detract from the success of a business. Characteristics such as educational attainment, cost and availability of labor, tax structure, transportation availability, lease rates, and economic development policies of local and state government, are all parts of what constitute our product.

The quality of our product will give us the opportunity to compete for development.

PROMOTION

Our product must be made known. Through paid advertising, third party endorsements, ratings, ranking, and public relations, we make known our product and work to cause others to consider Kansas City as a competitive location. Our most powerful tool is positioning Kansas City to be attractive to others by working with the media to assist in the production of articles – written or produced by others – that cast Kansas City in a favorable light.

The success of our promotion program will influence corporate site selectors to evaluate our product.

PROCESS

Success is not simply determined by whatever product happens to be the most cost effective. How we do our job as an organization – both board and staff – and how our colleagues in the economic development process do their jobs has a major impact on our ability to succeed. If we can act decisively, quickly, aggressively, and always speak with one voice, we will succeed in causing Kansas City – our product – to be selected even though it is not always the apparent first choice based simply upon product attributes.

Our ability to succeed or fail is based in large measure upon how well we do our job.

PASSION

Final site selection decisions are more than the sum of the attributes of the product, the impressions created about the product, and the efficacy of the economic development process. Corporate decision makers also want to be wanted. Our collective ability to demonstrate excitement, commitment, determination, and a general high level of energy will make the final difference.

We will always work so as to be passionate about what we do and for the companies and communities for whom we work.

FOUNDATIONAL PRINCIPLES

Three guiding principles lay the foundation for all that KCADC does:

1. Both the states of Kansas and Missouri, and our constituent communities, are always dealt with fairly, open-handedly, and with balance. A regional marketing effort is the only effort that will be successful over time.
2. The client's view of metro Kansas City will be one of a smooth, seamless whole, united behind an effort to successfully locate the client in our community. Competition for these clients among our community partners is brokered through KCADC in order to present the best possible business opportunity for the client. It is also done in a manner that never disparages the alternate state or alternate communities.
3. A success anywhere in the metro is a success shared by all.

MARKETING

KCADC traces its origin to a news bureau of sorts, Prime Time, created to promote ongoing development activity in Kansas City in the early to mid-1970s. Prime Time evolved into KCADC and established a focus on national and international media that continues today.

In the belief that third-party endorsement is far more valuable than paid advertising, KCADC has always aggressively pursued positive media placements – in national and international business press, daily newspapers in select major markets, and targeted vertical trade publications. This strategy also recognizes the fact that KCADC could never purchase exposure equal in value and impact to what we receive year in and year out through earned media.

Our marketing efforts also place special focus on the opportunities presented by the Internet and our various web sites. Innovative use of e-mail marketing and the maintenance and constant upgrading of over 1000 pages of content on our web site, represent some of our newest and most important marketing initiatives. This is rounded out, of course, through a wide array of publications produced throughout each year.

ThinkKC is the national marketing and branding campaign that is positioning Greater Kansas City as the preeminent location of choice for growing corporations. The goal of this campaign is to raise the Kansas City Area's profile among top business decision makers, upgrade our national image, and position our region as a top U.S. city to attract companies, jobs, and new residents.

The OneKC campaign is a comprehensive regional grassroots effort to educate key state, county, and community partners of the Kansas City Area Development Council, business leaders, and residents about the interdependence that exists among all of the communities that make up our region. Additionally, OneKC is designed to continually reinforce that our ability to think and act as a region is a powerful determiner of our ability to succeed as an organization.

Staff: Senior Vice President – Martin Mini
Vice President – Jonathan Knecht

BUSINESS DEVELOPMENT

Through the success of our marketing efforts, KCADC is regularly presented with an opportunity to recruit significant corporate facilities. Simultaneous to this opportunity being made known to KCADC, however, it is also being revealed to our competition in other markets.

KCADC's priority has always been to competitively position our product – the metropolitan Kansas City area – as the product of choice by, first, understanding, and then comprehensively addressing the specific and detailed needs of our clients. This contrasts to a “dog and pony” approach that seeks to sell a community's attributes before understanding what the client wants to buy.

Further to this point are two additional priorities that define our approach to business development.

- Going beyond the economics and the demographics to become personally and directly involved with our client and individuals that represent the client.
- Removing barriers to success and coordinating with our city, state, and private sector partners to achieve client-based solutions – making it easier to do business in Greater Kansas City than elsewhere.

Staff: Senior Vice President – Tim Cowden
Vice President – Jill McCarthy
Vice President – Lynn Parman
Vice President – Chris Gutierrez

STRATEGIC INITIATIVES

KCADC is engaged in a number of strategic initiatives designed to supplement our core mission of regular business recruitment. Our goal is to identify and exploit additional opportunities that are in keeping with, but outside the normal bounds, of our core business—always focused on the aim of creating community wealth.

KC2.0

The most successful cities around the globe are so partly because of their ability to attract talented, creative people. Just as KCADC is in a daily competition for the next major distribution center or corporate headquarters, our regional companies are in a daily competition for the greatest talent.

Part of our role in sustaining the regional economy is to support our existing corporations in addition to those that we are competing for every day. We can accomplish this by ensuring that we can provide both groups with the kind of workforce that will allow them to grow here in KC.

By laying our strategy for recruitment of companies against the recruitment of talented, creative people, KCADC has developed a comprehensive program which:

- Produces and distributes print, online and multimedia materials carrying targeted messages critical to the decision to move to a new city for lifestyle or career.
- Distributes these materials regionally for integration into individual corporate recruitment programs.
- Promotes nationwide the region's assets for lifestyle and career to different demographic groups.

Staff: Vice President – Jonathan Knecht
Manager, Marketing & Communication – Roxanne Elliott

ANIMAL HEALTH CORRIDOR

In 2005, responding to the vision of Joerg Ohle, CEO of Bayer Animal Health, KCADC, The Chamber, and Kansas City Area Life Sciences Institute came together, under the guidance of the private sector, to form the Animal Health Corridor. The Animal Health Corridor is a partnership of interests designed to substantially enhance the reality of Kansas City's claim as the Animal Health Capital of the world.

Bayer provided each partner with \$100,000 spread over three years as seed money to help execute against a portion of the overall program. The Chamber is responsible for enhancing the legislative climate for the growth of animal health companies in both states. KCALSI is responsible for connecting the research interests of the public and private sectors, and KCADC is responsible for corridor branding and recruitment of new business.

KCADC Designated board representative – Anne St. Peter
Staff: Vice President – Lynn Parman

SMARTPORT

Kansas City SmartPort was created by KCADC, The Chamber, and MARC to promote and enhance the metro area's status as America's Inland Port Solution. The SmartPort mission has two primary components: (1) to grow the area's transportation and logistics industries, and (2) to make it cheaper, faster, more efficient, and more secure for companies to move goods into, out of, and through the Kansas City area. SmartPort's objectives are focused on freight based economic development, intelligent transportation systems, and business development. SmartPort is leading the charge in promoting the Kansas City region as a top tier logistics city. This charge will lead to an increase in freight based projects locating in the KC region. SmartPort is also leading a technology initiative named the Trade Data Exchange (TDE). The TDE focuses on the need for increased visibility, efficiency and predictability in the global supply chain. SmartPort's efforts will lead to a revenue generating technology that will be commercialized into the private sector. We continue to help fund SmartPort and provide office space within the KCADC suite. SmartPort is governed by its board of directors. SmartPort staff are employed by KCADC and assigned to SmartPort.

Staff: SmartPort President – Chris Gutierrez
SmartPort Marketing Manager – Larin Payne

ORGANIZATION

KCADC is supported by 250+ private sector companies and 38 local economic development councils. Financially, the private sector provides 80% of our funding, 10% comes from our regional community partners, with the balance coming from performance-based contracts, grants, and special projects. Our board is composed of 36 private sector members, and 5 leaders of local economic development groups in both Kansas and Missouri.

KCADC is a 501(c)(6) non-profit corporation. Additionally, the Kansas City Area Development Foundation, a 501(c) (3) corporation, supports the work of KCADC in select areas. The fiscal year is January 1 through December 31.

GOVERNANCE

KCADC is governed by a board of directors. KCADC is led by co-chairs elected by the board to staggered two year terms. The two co-chairs and four other board members constitute the executive committee. The board employs a president/CEO who, in turn, employs the staff necessary to carry out the mission of the organization.

The KCADC Board consists of four standing committee:

- Executive committee
- Nominations committee
- Audit and Finance Committee
- Compensation Committee
- KCADC Foundation Board

The board may designate additional committees, councils, or task forces as it sees fit to carry out the mission of the organization.

Kansas City Area Development Council Investor Listing by Industry

ACCOUNTING

CBIZ Accounting, Tax & Advisory Services
Deloitte & Touche LLP
Ernst & Young LLP
Grant Thornton
KPMG LLP
RSM McGladrey
RubinBrown

Rick Mills/Bob Dowling
Jeff Provost
Steve Clifford
Brett Lewis
David Fowler
Jim Lamb
Todd Pleimann

ADVERTISING/PR/INTERACTIVE DESIGN

Bernstein-Rein
Digital Evolution Group
Fleishman-Hillard Inc.
Global Prairie
Morningstar Communications
Parris Communications Inc.
Yulan Studio, Inc.

Steve Bernstein
Jeff Eden
Betsey Solberg
Anne St. Peter
Eric Morgenstern
Roshann Parris
Lisa Holmes/John Vincent

ARCHITECTURE/ENGINEERING

360 Architecture, Inc.
Bartlett & West, Inc.
BNIM Architects
Burns & McDonnell
CRB Consulting Engineers
Ellerbe Becket
GBA
Gould Evans
Helix Architecture + Design, Inc.
HNTB Companies
Hoefler Wysocki Architects, LLC
Olsson Associates
PGAV Architects
Shafer, Kline & Warren, Inc.
Terracon Consultants, Inc.
TranSystems Corporation
Trenor Architects

Marvin Manlove/Jim Calcara
Chris Hotop
Steve McDowell/Kathy Achelpohl
Greg Graves
Mike Lorenz/Jason Robertson
Jon Niemuth
Don Horine
Carol Martin Tracy
Jay Tomlinson
Becky Cotton
David Wysocki/Mitch Hoefler
Mike Lally
Robb McKim
Jerry Johnson/Tom Smith
Kent Dvorak
Mark Shafer
Eric Danielson/Dale Glenn

ASSOCIATIONS

The Arts Council of Metropolitan Kansas City
Associated General Contractors, KC Chapter
The Builders' Association
CareEntrust
The Central Exchange
Civic Council of Greater Kansas City
Ewing Marion Kauffman Foundation
Greater Kansas City Chamber of Commerce
Greater Kansas City Community Foundation
Heavy Constructors Association of KC

Harlan Brownlee
Don Greenwell
Don Greenwell
Jim Hansen
Ellen D'Amato
Jewel Scott
Carl Schramm
Pete Levi
Laura McKnight
Ed DeSoignie

ASSOCIATIONS (continued)

Hispanic Chamber of Commerce of GKC
 Kansas Chamber of Commerce
 Kansas City Regional Association of Realtors
 Metropolitan Medical Society of Greater KC
 Mid-America Regional Council
 NECA/IBEW
 SMACNA-KC

Carlos Gomez
 Amy Blankenbiller/Kent Beisner
 Diane Ruggiero
 Jill Watson
 David Warm
 KC Borden
 Stacy Morgan

COMPUTER TECHNOLOGY/ IT CONSULTING

1102 Grand
 Arsalon Technologies
 Bangert Computer Systems, Inc.
 Blue Ocean Consulting
 DST Systems, Inc.
 Perceptive Software
 Trabon Solutions
 Ultreya Solutions Group
 Xceligent, Inc.

Darren Bonawitz
 Gary Hall/Bryan Porter
 Khensa Karim-Bangert
 Blaine Sampson
 Ken Hager
 Scott Coons/Susie Coultis
 David Kelley/Mike Lewer
 Sharon Butler Payne
 Chad Maurer

CONSTRUCTION/CONTRACTOR

A.L. Huber
 Ash Grove Cement Company
 Ash Grove Materials Corporation
 Clayco, Inc.
 Emery Sapp & Sons, Inc.
 JDMA Group, LLC
 JE Dunn Construction
 KBS Constructors, Inc.
 Key Construction
 Kissick Construction
 Mark One Electric Company, Inc.
 McAninch Corporation
 McCownGordon Construction
 McCray Lumber
 Midwest Mechanical Contractors, Inc.
 Munlake Contractors, Inc.
 The Osborne Company
 R.F. Fisher Electric Company
 R/S Electric Corporation
 Schweiger Construction Company
 Straub Construction Co., Inc.
 Turner Construction Company
 U.S. Engineering
 Walton Construction Company, Inc.
 The Weitz Company

Augie Huber III
 Charlie Sunderland
 Allan Emby
 Kirk Warden/Tom Schroyer
 Tim Paulson/Bridget McPartland
 Josh Crow/Aaron Crow
 Terry Dunn/Greg Nook
 Dan Foltz
 Mike Bell
 Jim Kissick/Pete Browne
 Rosana Privitera Biondo/Vince Migliazzo
 Doug McAninch/Patrick Ruelle
 Pat McCown/ Brett Gordon
 Chandler McCray
 Michael Kotubey
 Kimberly Boswell
 David Osborne/Bill Athey
 Dana Wolfe/Gavin Seeley
 Rick Schultz
 Chad Wood
 Ernie Straub/Parker Young
 Dewey Newton/Paul Neidlein
 Bill Daniels
 Dennis Thompson
 Radd Way

CORPORATE TRAVEL

All About Travel

Brent Blake/Chris Shinnors

EDUCATION

Johnson County Community College
 Kansas City Kansas Community College
 Kansas City University of Medicine & Biosciences
 Kansas State University
 Metropolitan Community College
 Park University
 University of Kansas
 University of Kansas Edwards Campus
 University of Kansas Medical Center
 University of Missouri-Columbia
 University of Missouri-Kansas City

Terry Calaway/Sally Winship
 Tom Burke/Darcy McGrath
 Karen Pletz
 Kirk Schulz/Kent Glasscock
 Jackie Snyder
 Beverly Byers-Pevitts/Roger Hershey
 Bernadette Gray-Little
 Bob Clark
 Barbara Atkinson
 Brady Deaton/Mary Anne McCullom
 Leo Morton

EMPLOYMENT/HUMAN RESOURCES

Aerotek, Inc.
 Full Employment Council
 Grafton Inc.
 Morgan Hunter Companies
 Personnel Connection
 Right Management Consultants
 Spencer Reed Group, LLC
 Ultreya Solutions Group

Russ Koziol
 Clyde McQueen
 Richard Lewis
 Jerry Hellebusch
 Bill Solon/Joy Davis
 Denise Kruse
 Jill Smith
 Sharon Butler Payne

FINANCIAL SERVICES

Alliance Benefit Group of Kansas City, Inc.
 American Century Companies, Inc.
 Bank of America
 Bank of Blue Valley
 Bank of Kansas City, N.A.
 Bank Midwest
 Brotherhood Bank & Trust
 Capitol Federal
 Christenberry Collet & Co.
 Citi Cards
 Commerce Bank
 CommunityAmerica Credit Union
 Country Club Bank
 DST Systems, Inc.
 Financial Holding Corporation
 First National Bank
 George K. Baum & Company
 Grandbridge Real Estate Capital LLC
 INTRUST Bank
 KHC Wealth Management Services
 M&I Bank
 Midland Loan Services
 National Bank of Kansas City
 Oppenheimer & Co. Inc.
 The Private Bank
 State Street
 UMB Bank, n.a.
 Union Bank

Grant Arends/Brad Douglas
 Jonathan Thomas
 Spencer Heddens
 Bob Regnier
 Marc Maun
 Rick Smalley
 John Blatz
 Rod Martin
 Terry Christenberry/Stephen Lightstone
 Peggy Humes
 Jay Reardon/Kevin Barth
 Dennis Pierce
 Mark Thompson
 Ken Hager
 Bob Graham
 Michael Earleywine
 Jon Baum
 Tom Turner/Matt Ruark
 Stan Ricketts
 Stewart Koesten
 Brad Chapin
 Doug Danforth
 Stephen Matthews
 Matt Webster
 David Vande Ven
 Allen Strain/Dorrie Holland
 Jim Sangster
 Jeff Jernigan



FINANCIAL SERVICES (continued)

U.S. Bank
Waddell & Reed Financial, Inc.

Mark Jorgenson
Dan Connealy

HEALTHCARE

Carondelet Health
Children's Mercy Hospital
HCA Midwest Health System
Metropolitan Medical Society of Greater KC
North Kansas City Hospital
Shawnee Mission Medical Center
Truman Medical Centers
University of Kansas Hospital

Fleury Yelvington
Rand O'Donnell/Jo Stueve
Steve Corbeil
Jill Watson
David Carpenter
Sam Turner
John Bluford/Jim Dawson
Bob Page/Jon Jackson

HOSPITALITY/ENTERTAINMENT/RETAIL

AMC Entertainment Inc.
Ameristar Casino Hotel, Kansas City
Argosy Casino Riverside
Fiorella's Jack Stack Barbecue
Hotel Phillips
InterContinental Kansas City at the Plaza
Kansas City Chiefs
Kansas City Starlight Theatre
Kansas Speedway
Kemper Museum of Contemporary Art
Marriott Downtown
Staples Promotional Products
The Westin Crown Center

Gerry Lopez/Craig Ramsey
Troy Stremming
Ameet Patel
Case Dorman
John Parker
Don Breckenridge/Delana Meyer
Clark Hunt
Cindy Jeffries
Jeff Boerger
Rachael Blackburn Cozad
Kevin Pistilli
Rich Witaszak/Ted Steinmeyer
Rick Wing

INSURANCE

Assurant Employee Benefits
Blue Cross and Blue Shield of Kansas City
CBIZ Companies
Delta Dental Kansas
Delta Dental Missouri
HAAKE Companies
Lockton Companies
Robert E. Miller Insurance Agency
Thomas McGee, L.C.
UnitedHealthcare Corporation

Michael Peninger
Tom Bowser/Peter Yelorda
Rick Mills/Bob Dowling
Dean Newton
Nancy Tank
Jeff Cox/Tom Klug
Ron Lockton/Mark Henderson
Sean Miller
Gene Klein
Bill Tracy

LAW FIRMS

Husch Blackwell Sanders LLP
Bryan Cave LLP
Lathrop & Gage LLP
Ogletree Deakins
Polsinelli Shughart PC
Shook Hardy & Bacon L.L.P.
Sonnenschein Nath & Rosenthal LLP
Spencer Fane Britt & Browne LLP
Stinson Morrison Hecker LLP

Charles Renner
Bob Thompson
Joel Voran
Don Prophete
Russ Welsh/John Kilroy
Steve Aliber
Jim Heeter/John Snyder
Mike McCann
Dave Frantze/Mark Foster

LIFE SCIENCES

Bayer Corporation
CareFusion
Fort Dodge Animal Health
Hill's Pet Nutrition, Inc.
Intervet International, Inc.
Lee Research Institute
Midwest Research Institute
Quintiles Transnational Corp.
Teva Neuroscience, Inc.

Joerg Ohle
Mike Baltezor
Rick DeLuca
Neil Thompson
Paul Casady
Benny Lee
Michael Helmstetter
Joe Lacz
Larry Downey/Michael McHugh

MANUFACTURING/DISTRIBUTION

Alliant Techsystems, Inc.
Fike Corporation
Garmin International Inc.
Hallmark Cards, Inc.
Honeywell FM&T
Smith Electric Vehicles

Jack Figg
Max Jewell
Kevin Rauckman/Ted Gartner
Don Hall, Jr./Steve Doyal
Anthony Brancato
Bryan Hansel

MEDIA

Anthem Media/KC Magazine
Kansas City Business Journal
The Kansas City Star
Time Warner Cable

Brian Weaver
Joyce Hayhow
Mark Ziemann
Dan Wright

OFFICE INTERIORS

Scott Rice Office Works
Spaces, Inc./evologic, LLC

Ed Wills/John Emert
David Anderson/Shelley Rosetta

ORGANIZATIONAL CONSULTING

KHC Wealth Management Services
Right Management Consultants
Ultreya Solutions Group

Joni Lindquist
Denise Kruse
Sharon Butler Payne

PRINT/AUDIO-VISUAL/PRODUCTION

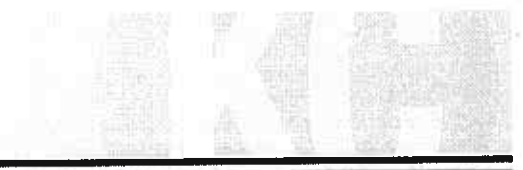
Henry Wurst, Inc.
On Demand Technologies, Inc.
SKC Communication Products, Inc.
TakeTwo
Trabon Printing
Vista Productions

Michael Wurst
Wynne Jennings
Melea McRae
Teri Rogers
Dave Kelley
Mitch Collins

REAL ESTATE & DEVELOPMENT

The Allen Group
Alliant Techsystems, Inc.
Block & Company, Inc., Realtors
Block Real Estate Services, LLC
Briarcliff Development Company
CB Richard Ellis
CenterPoint Properties
Clayco, Inc.
Colliers Turley Martin Tucker
Copaken, White & Blitt
Crown Center Redevelopment Corporation

Bill Crandall/Jon Cross
Jack Figg
David Block
Ken Block
Charles Garney
Don Thompson
Fred Reynolds
Kirk Warden/Tom Schroyer
Frazier Bell
Jon Copaken/Keith Copaken
Greg Russell



REAL ESTATE & DEVELOPMENT (continued)

Grubb & Ellis/The Winbury Group
 Hunt Midwest Enterprises, Inc.
 JDMA Group, LLC
 Jones Lang LaSalle
 Karbank Real Estate Company LLP
 Kessinger/Hunter & Co., LC
 The Land Source
 LANE4 Property Group
 LS Commercial Real Estate
 MC Realty Group LLC
 Mid-West Terminal Warehouse Co.
 Opus Northwest, LLC
 The R.H. Johnson Company
 Stoltz Management
 Tower Properties
 Townsend Capital, LLC
 Wally & Co., LC
 Zimmer Real Estate Services, L.C.

Ed Elder/Ted Murray
 Lee Derrough/Dick Ringer
 Josh Crow
 Larry Glaze
 Olen Monsees
 Dan Jensen
 Pat Daniels
 Owen Buckley
 Paul Licausi
 Vince Dasta
 Joe LaMothe/David LaMothe
 Dave Harrison
 Robert Johnson
 Tracy Wilson/Wes Jenson
 Buzz Willard
 Steven Rich
 Chris Wally
 David Zimmer

RESEARCH

Lee Research Institute

Benny Lee

RESIDENTIAL REAL ESTATE & RELOCATION SERVICES

Coldwell Banker Relocation Center of KC

Cindy Guttery

TELECOMMUNICATIONS

AT&T Inc.
 SKC Communication Products, Inc.
 Sprint Corporation
 Time Warner Cable
 tw telecom
 Verizon Wireless

Dave Nichols
 Melea McRae
 Mike Goff
 Dan Wright
 Brent Robinson
 Lou Sigillo

TRANSPORTATION

BNSF Railway
 Enterprise Rent-A-Car
 Executive Beechcraft, Inc.
 Johnson County Airport Commission
 Kansas City Aviation Department
 Kansas City Southern
 Midwest Airlines
 YRC Worldwide Inc.

Steve Dodd
 Tony McKinnis
 Ed Chevrestt
 Lee Metcalfe
 Mark VanLoh
 Warren Erdman
 Randy Smith
 Bill Zollars/Mike Kelley

UTILITIES

GE Energy
 Kansas City Board of Public Utilities
 KCP&L
 Kansas Gas Service
 Missouri Gas Energy
 Westar Energy

Cynthia Kantor
 George Powell
 Michael Chesser/Bill Downey
 Brad Dixon
 Rob Hack
 Dante McGrew

VENTURE CAPITAL

Tradebot Ventures, Inc.

Dave Cummings/Jennifer Tomlinson

COMMUNITIES

Atchison County Economic Development Board	Christy Isaacs
Aviation Department	Mark VanLoh/Gary Bartek
Cass County Corporation of Economic Dev.	Craig Arnold
Chillicothe, Missouri/Livingston County	Terry Rumery
City of Blue Springs, Missouri	Brien Starner
City of Bonner Springs, Kansas	Marcia Ashford
City of Cameron, Missouri	Shellby Hendee
City of Clinton, Missouri	Christy Maggi
City of Excelsior Springs, Missouri	Terry Rumery
City of Gardner, Kansas	Carol Lehman
City of Gladstone, Missouri	Kirk Davis
City of Grain Valley, Missouri	Gary Bradley/Cathy Cox
City of Grandview, Missouri	Alan Kenyon
City of Kansas City, Missouri	Mark Funkhouser
City of Liberty, Missouri	Steve Hansen
City of North Kansas City, Missouri	Jeff Samborski
City of Raytown, Missouri	Vicki Turnbow/Tim Truesdale
City of Raymore, Missouri	Gene Thompson
City of Riverside, Missouri	David Blackburn
Clay County Economic Development	Jim Hampton
De Soto Economic Development Council	David Anderson
Economic Development Corporation of KCMO	Jeff Kaczmarek
Franklin County, Kansas/Ottawa Area Chamber	Tom Wiegand
GO Topeka/Topeka Chamber of Commerce	Doug Kinsinger
Independence Council for Economic Development	Tom Lesnak
Jackson County, Missouri	Robbie Makinen
Johnson County, Kansas	Michael Press
Kearney Area Development Council	James Goss/Jim Eldridge
Lawrence Chamber of Commerce	Beth Johnson
Leavenworth County Development Corporation	Mark Werthmann/Steve Jack
Leawood Chamber of Commerce	Kevin Jeffries
Lee's Summit Economic Development Council	Jim Devine
Lenexa Economic Development Council	Blake Schreck
Liberty Partnership for Community Growth	Alicia Stephens
Miami County, Kansas	Janet McRae
Olathe Chamber of Commerce	Tim McKee
Overland Park Chamber of Commerce	Tracey Osborne
Platte County Economic Development Council	Pete Fullerton
REDI Columbia, Missouri	Bernie Andrews/Bob Black
Shawnee Economic Development Council	Jim Martin
Southwest Johnson County EDC	Tom Riederer
St. Joseph Area Chamber of Commerce	Tom Lesnak
Wyandotte Development, Inc.	Brent Miles

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
December 21, 2009
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 - December 7, 2009
2. Approve Claims Ordinance 2866
3. Approve maintenance contracts with the City of Overland Park and Intergraph Inc. to support the Police Department's Computer Aided Dispatch (CAD), Mobile, and Record Management Systems (RMS). Funds were provided in the 2010 budget.
4. Approve an amendment to the existing Alexander Open Systems services agreement to continue providing services.
5. Approve the award of 2010 Annual Agreements to Pavement Marking to K&G Striping, Inc. for traffic marking, Keller Fire & Safety for fire extinguisher service, Teague Electric for electrician services, Arbor Masters Tree & Landscaping for tree planting and ACE House Painting, Inc., for building painting.
6. Approve an Interlocal Agreement with Johnson County for Project 190883: Somerset Dr - Roe Ave to Mission Rd limiting the County share to 50% or \$550,000 of the projects construction costs.
7. Approve an Interlocal Agreement with Johnson County for Project 190876: 83rd St - Nall Ave to Roe Ave limiting the County share to 50% or \$315,000 of the projects construction costs.
8. Approve the contract with Animal Medical Center for animal impoundment and general veterinary or related animal services.

By Committee:

9. Approve the award for the bid for Project 190923: Prosecutor Office Construction to Zipco Construction in the amount of \$16,837.00 (Council Committee of the Whole Minutes - Dec. 7, 2009)
10. Approve the transfer from General Fund Contingency to Legal Services in the amount of \$42,000 for T-Mobile litigation fees and Natural Gas Transport Franchise legal fees. (Council Committee of the Whole Minutes - Dec. 7, 2009)
11. Adopt the Joint 2010 County/City Legislative Platform as written. (Council Committee of the Whole Minutes - Dec. 7, 2009)

VI. PRESENTATIONS

Presentation by Arts Council members regarding JazzFest 2010.

Presentation by Transystems and the City of Mission regarding the possible Reconfiguration of Nall Ave from Shawnee Mission Parkway to 67th Street.

VII. MAYOR'S REPORT

VIII. COMMITTEE REPORT

Council Committee of the Whole

COU2009-118 Consider Diesel Engine Upgrade Project with Johnson County Environmental Department - Michael Kelly

COU2009-119 Consider Purchase of Replacement Transfer Switch for City Hall Emergency Generator from 2009 Contingency - Michael Kelly

COU2009-120 Consider Amendment to Deffenbaugh Contract - Michael Kelly

COU2009-121 Consider Solid Waste Route Map - Michael Kelly

COU2009-122 Consider Final Change Orders for Project 190869: 2009 Street Resurfacing, Change Order #3 (Final), Project 190865: Roe Avenue - Somerset Drive to 83rd Street, Change Order #1 (Final) and Project 190877: 83rd Street - Roe Avenue to Somerset Drive, Change Order #1 (Final) - Michael Kelly

COU2009-125 Consider Construction Contract with O'Donnell & Sons for Project 2010 Bond - Michael Kelly

Planning Commission

Consider Request for Special Use Permit for the operation of a Private School at 7501 Belinder - Dennis Enslinger

Communications Committee

Consider approval of the selection of MMG as the City's web site designer and provider. - Michael Kelly

IX. STAFF REPORTS

X. OLD BUSINESS

XI. NEW BUSINESS

Consider approval of a transfer of \$10,000 from 2009 general fund and \$40,000 from the Economic Development Fund to the Equipment Reserve Fund for the development of the website in 2010 - Quinn Bennion

XII. ANNOUNCEMENTS

XIII. 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

December 21, 2009

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
December 7, 2009**

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 7, 2009, 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, Michael Kelly, Andrew Wang, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Quinn Bennion, City Administrator; Katie Logan, City Attorney; Wes Jordan, Chief of Police; Captain Tim Schwartzkopf; Bob Pryzby, Director of Public Works; Keith Bredehoeft, Project Manager; 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

Mayor Shaffer acknowledged the presence of two students from Rockhurst High School attending the meeting for their American Government class.

CONSENT AGENDA

Michael Kelly moved the approval of the Consent Agenda for Monday, December 7, 2009:

1. Approve Regular Council Minutes - November 16, 2009
2. Approve the recommendation of the United Community Services Board of Directors contained in the 2010 Human Service Fund recommendation report

- and approve a contribution to the 2010 Human Service Fund of \$6,500 from the 2010 Parks, Recreation & Community Services budget.
3. Approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$15,000 from the 2010 Parks, Recreation & Community Services budget.
 4. Approve the issuance of Cereal Malt Beverage Licenses for the following businesses for 2010:
 - Sunshine Energy LLC DBA SE #156 - 3901 Tomahawk Rd
 - Sunshine Energy LLC DBA SE #67 - 8120 Mission Rd
 - Four B Corp DBA Hen House Market - 6950 Mission Rd
 - Four B Corp DBA Hen House Market - 4050 W 83rd St
 - Hy-Vee, Inc. - 7620 State Line Rd
 - PCF SaleCo DBA Circle K #6100 - 9440 Mission Rd
 5. Approve the continuation of ongoing or multi-year agreements for 2010
 6. Approve the maintenance agreement with Blue Valley Public Safety, Inc. for maintenance of weather alert sirens for 2010.
 7. Approve the renewal of the contract with the City's Public Defender, Robin A. Lewis.
 8. Approve the agreement between the City of Westwood and the City of Prairie Village for multi-jurisdictional building inspection services.
 9. Approve the continuation of ongoing agreements for 2010.
 10. Adopt Resolution No. 2009-21 establishing salary ranges for City positions for the calendar year 2010.
 11. Approve an agreement with Silverstone Group to provide actuary services for the City's Police Pension Plan, pending review by the City Attorney.
 12. Approve the following revisions to the Prairie Village Fee Schedule effective January 1, 2010:

Conditional Use Permit	\$600*
Preliminary/Final Development Plan	\$650*
Administrative Site Plan Approval	\$100
Residential Building Line Modification	\$100
Residential Site Plan Approval for	
Generator	\$100
Fence/Retaining Wall	\$100
Building Elevation	\$100
Sign Standards Review	\$100
Monument Sign Review	\$100
Preliminary Plat	\$650
Final Plat	\$650
Short Term Special Use with	
Planning Commission Approval	\$100*

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

PUBLIC HEARING - 2011-2012 Transportation Enhancement Funding from Kansas

Department of Transportation

Mayor Shaffer announced a public hearing to gather community input on the City's proposed grant application for 2011 -2012 Transportation Enhancement Funding from the Kansas Department of Transportation and called upon Chris Engel. Mr. Engel explained KDOT TE funds may be used to carry out eligible activities including, but not limited to, site acquisition, preservation, scenic beautification or the provision of certain related facilities. All TE projects must meet the following three criteria: relate to surface transportation, include at least one TE activity from the Historic, Scenic/Environmental, or Bicycle/Pedestrian Facilities categories and be submitted by a local governing entity.

City staff is recommending the construction of a bicycle/pedestrian trail that traverses Tomahawk Road from Porter Park to Mission Road with a spur that follows 71st Street from Tomahawk across Mission Road and down to Windsor Park. Mr. Engel noted the submittal deadline for the application is December 30th. Transportation Enhancement projects allow a maximum reimbursement of 80% of eligible project costs. Preliminary cost estimates for this project indicate the City portion could be approximately \$356,000. Mr. Engel noted although the plan is not funded, there is currently \$305,000 included in the Parks CIP for trails in 2012.

Mayor Shaffer opened the hearing to public comment. With no one present to address the Council the public hearing was closed at 7:40 p.m.

MAYOR'S REPORT

Consider 2011-2012 Transportation Enhancement Grant

Al Herrera moved the Governing Body authorize staff to submit an application for 2011-2012 Transportation Enhancement Funding from the Kansas Department of Transportation for the project discussed during the public hearing. The motion was seconded by Ruth Hopkins and passed unanimously.

Diana Ewy Sharp reminded the Council that there is not funding in the current Park CIP.

- Mayor Shaffer reviewed the several meetings and events he had attended in the past weeks representing the City.

COMMITTEE REPORTS

Council Committee of the Whole

COU2009-116 Consider Amendment to the 2010 Parks Design Contract with Indigo Design

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the amendment identified as "Attachment A" to the 2010 Parks Design contract with Indigo Design in the amount of \$10,440 with direction to include in the design the placement of underground piping for the channel. The motion was seconded by Dale Beckerman by a majority vote.

COU2009-117 Consider Participating in Smart Lights for Smart Cities Energy Efficiency Conservation Block Grant application being submitted by MARC

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body authorize the Mayor to sign a Letter of Commitment to participate in the Smart Lights for Smart Cities EECGC being submitted by Mid America Regional Council (MARC). The motion was seconded by Dale Warman and passed unanimously.

COU2009-111 Consider Project 190653 El Monte Fountain Construction Change Order #1 -

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve Change Order #1 to Project 190653: El Monte Fountain Improvements to Mega Industries for an increase of \$1,265.00 bringing the cost of the project to \$52,274.00. The motion was seconded by Ruth Hopkins and passed unanimously.

Communications Committee

Michael Kelly announced the Communications Committee would be meeting on December 15th to interview vendors for the City's website. The committee will bring a recommendation forward to the City Council at the December 21st meeting.

STAFF REPORTS

PUBLIC SAFETY

- Chief Jordan announced the memorial service for former Chief of Police Louis LeManske will be held on Friday, December 11th at 3:00. Chief LeManske served the City for more than 32 years prior to retiring in 1990.

PUBLIC WORKS

- Bids for the 2010 bond projects will be opened on Friday. Ten contractors picked up bid packets. A recommendation will be brought before the Council on the 21st.
- Work continues on the El Monte Fountain
- The contractor will begin installing the new park signs on Tuesday, December 15th

ADMINISTRATION

- The Sister City will be hosting four visitors from Dolyna, Ukraine in January
- 7578 High Drive, which was declared a public nuisance by the Council, is in the process of being cleaned by the property owner
- Representatives from the City of Mission will be at the next meeting to discuss proposed improvements to Nall Avenue from Martway to 67th Street - the improvements include the narrowing of Nall from 4 lanes to 3 lanes of traffic to allow for the addition of a trail on the west side of Nall. Mr. Enslinger distributed a handout with additional information
- City Attorney Katie Logan reported the judge ruled the protest petition submitted against Charter Ordinance 25 was invalid on November 30. The petitioner has 30 days to appeal the ruling.
- Quinn Bennion reported on the most recent meeting with representatives of Lane4. Mr. Bennion, Mr. Enslinger and Mayor Shaffer are holding quarterly meetings with Lane4. Lane4 has indicated that they will be filing an application for CID funding for improvements to both Prairie Village and Corinth Square Shopping Centers.
- He and Mayor Shaffer also met with area legislators to discuss both state and City issues.

OLD BUSINESS

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

NEW BUSINESS

Diana Ewy Sharp expressed concern with the references made in the minutes of the Environment/Recycle Committee to letters sent to area legislators. She feels these letters should be reviewed by the Governing Body before being sent as they could be construed as representing the City's position.

Dennis Enslinger responded the letters go out under individual signatures and are not written on City letterhead and do not indicate that they are from the committee or the City. Ruth Hopkins noted members of the committee were asked to send letters of support by Ed Peterson.

Michael Kelly agreed with Mrs. Ewy Sharp that these could easily be seen as having the backing of the City or the Governing Body and thus present the appearance of impropriety.

David Belz stated if the letters are going out under individual signature without reference to the committee or the City so the person receiving the letter has no reason to make a "Prairie Village" association, he does not see any reason to involve the Council.

Al Herrera expressed concern with the committee overstepping its authority and position. He felt that the City Council should receive copies of these letters prior to them being sent. Mr. Enslinger stated he would forward copies of the letters to Council members.

Diana Ewy Sharp also encouraged the Council to read the Parks & Recreation Report on summer programs prepared by Chris Engel. The report is well written and gives a solid overview of the City's summer recreation programming. She also announced that she and Suzanne Lownes will be coordinating the retirement party for Bob Pryzby and announced the tentative date is Friday, January 8th.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	12/08/2009	7:00 p.m.
Sister City Committee	12/14/2009	7:00 p.m.
Prairie Village Arts Council	12/16/2009	7:00 p.m.
Council Committee of the Whole	12/21/2009	6:00 p.m.
City Council	12/21/2009	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oils exhibit by Mimi Pettigrew during the month of December. The reception will be held on December 11th from 6:30 - 8:00 p.m.

Flu shots have been rescheduled again for **December 9, 2009** from 7:00 - 9:00 am at Public Works or 2:00 - 4:00 pm at City Hall. Flu Shots are available to Council Members for \$10.

The Employee Appreciation Holiday lunch will be held Tuesday, December 8th from noon until 2 p.m. in the Council Chambers. This year's meal will be catered by Zio's.

The Municipal Foundation will be hosting a Gingerbread House Decorating Party on Sunday, December 13th at the Community Center at 2:00pm and 4:00 pm.

The City offices will be closed on Friday, December 25, 2009 in observance of the Christmas holiday. Deffenbaugh also observes this holiday and trash service will be on Saturday, December 26, 2009.

Donations to the Holiday Tree Fund are being accepted. The funds will be used to assist Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax deductible contributions are appreciated.

The City will once again have Holiday Tree Recycling available for Prairie Village residents. You may take your holiday tree to the designated areas of Porter, Franklin, and Meadowlake Parks, and in the Harmon Park parking lot near the water tower between December 26th and January 17th.

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 Council, the meeting was adjourned at 9:10 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

December 14, 2009

Copy of Ordinance
2866

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
<u>EXPENDITURES:</u>			
Accounts Payable			
93482-93482	11/4/2009	1,875.33	
93483-93487	11/9/2009	41,023.81	
93488-93567	11/13/2009	709,403.64	
93568-93571	11/18/2009	6,044.87	
93572	11/20/2009	2,830.00	
93573-93677	11/26/2009	312,002.06	
Payroll Expenditures			
11/6/2009		230,614.81	
11/20/2009		236,723.59	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		491.92	
State of Kansas - sales tax remittance		4.05	
Marshall & Ilsley - Police Pension remittance		7,759.76	
Intrust Bank - fee		443.53	
KCP&L		8,109.86	
CBIZ - Section 125 admin fees		252.92	
Intrust Bank - purchasing card transactions		12,997.69	
United Health Care		1,166.10	
Kansas Gas		1,284.45	
TOTAL EXPENDITURES:			\$ 1,573,028.39
Voided Checks			
Oscar Aguilar	#93450	(102.24)	
E Edwards	#93417	(141.07)	
TOTAL VOIDED CHECKS:			(243.31)
GRAND TOTAL CLAIMS ORDINANCE			1,572,785.08

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

Passed this 14th day of December 2009.

Signed or Approved this 14th day of December 2009.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



POLICE DEPARTMENT

Council Meeting Date: December 21, 2009

CONSENT AGENDA:

Approve maintenance contracts with the City of Overland Park and Intergraph Inc. to support the Police Departments Computer Aided Dispatch (CAD), Mobile, and Record Management Systems (RMS).

RECOMMENDATION

Staff recommends that the City Council approve maintenance agreements with Intergraph Inc. and the City of Overland Park to implement and support the Police Department's Computer Aided Dispatch (CAD), Mobile, and Record Management Systems (RMS).

BACKGROUND

As the Police Department has upgraded to Intergraph software during 2009, contractual maintenance costs for 2010 must be paid to ensure seamless operation of the system. These costs will cover items such as technical support, software upgrades (when applicable) and similar items. There have been no changes in the terms, dates, or conditions of our contracts. The costs will be paid from the 2010 budget, and will cover the 2010 calendar year.

ATTACHMENTS

- 1. Maintenance Quotation for Intergraph, Inc**
- 2. Maintenance Quotation for the City of Overland Park**

PREPARED BY

Kyle Shipps

Technical Operations Officer

Date: December 14, 2009



INVOICE AND STATEMENT OF ACCOUNT

DATE: October 30, 2009

INVOICE #: 54272010

BILL TO:

Prairie Village Police Department
ATTN: Chief Jordan
7700 Mission Road
Prairie Village, KS 66208

REMIT TO:

CITY OF OVERLAND PARK
ATTN: FINANCE – Accts Receivable
8500 Santa Fe Drive
Overland Park, KS 66212

RE: Intergraph Maintenance Fee Period:
1/1/10 – 12/31/10*

AMOUNT DUE: \$20,630.16

DESCRIPTION

In accordance with the User Agreement between the City of Prairie Village and the City of Overland Park, for the above referenced project, please reimburse the City of Overland Park **\$20,630.16**.

*August – December 2010 fees are based on current maintenance agreement pricing, which is set to expire 7/31/10. When the new agreement has been completed, we will adjust 2011 fees as appropriate.

PLEASE INDICATE THE REFERENCED INVOICE NUMBER ON YOUR CHECK

CONTACT:

Rick Acord
913-327-6902

CUSTOMER #: 5427

ACCOUNT #: 1010.6720

FUND NUMBER: 101

cc: Rick Acord
Chris Kostelac
File
Accounts Receivable



MAINTENANCE QUOTATION SUMMARY

Quote #1-4WTJSP

Period of Performance: 1/1/10 through 12/31/10

Customer Address: City of Prairie Village KS
Prairie Village Police Department
7710 Mission Road
Prairie Village, KS 66208
Attn: Kyle Shipps

Billing Address: City of Prairie Village KS
Finance Department
7700 Mission Road
Prairie Village, KS 66208

Quotation Summary:	Software Maintenance	\$ 11,567.00
	Total Service Cost	\$ 11,567.00

Billing Terms: Prepaid

All services provided here under are subject to the attached Terms & Conditions (T's & C's) of the SG&I U.S. Maintenance Terms and Conditions for Software and Hardware between City of Prairie Village and Intergraph Corporation dated 1/15/09. This quotation shall remain valid and all prices quoted herein shall remain firm for a period of ninety (90) days from the quotation issue date. * Total is exclusive of any applicable sales tax.

THIS IS NOT AN INVOICE

Offered By: Intergraph Corporation
Security, Government & Infrastructure (SG&I)

Accepted By: City of Prairie Village KS

Name: Cathy McGinn
Cathy McGinn
Maintenance Contract Administrator

Name: _____

Telephone #: 256-730-8655

Title: _____

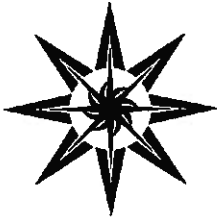
Email: cathy.mcginr@intergraph.com

Telephone #: _____

Date: October 9, 2009

Email: _____

Date: _____



ADMINISTRATION

Council Meeting Date: December 21, 2009

CONSENT AGENDA: Consider approving an amendment to the contract with Alexander Open Systems for IT Support Services.

SUGGESTED MOTION

Move that the Governing Body approve amendment to the IT support services contract with Alexander Open Systems.

BACKGROUND

The City entered into an agreement with Alexander Open Systems (AOS) to provide IT support services in December 2007 for the years of 2008 and 2009. Staff planned to go out for bid during 2009 for IT support services for subsequent years; however, due to the implementation of major technology related items, this was deferred to 2010 after these projects have been completed. Alexander Open Systems has agreed to amend the current agreement and extend the rates for 2009 in to 2010.

FUNDING SOURCE

2010 Budget

PUBLIC NOTICE

Not applicable.

Prepared By:
Nicholas Sanders, PHR
Human Resources Specialist
Date: December 15, 2009

Brad Hipp (AOS)
12851 Foster St
Overland Park, KS 66223
February 18, 2009

Quinn Bennion / Nicholas Sanders
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Dear Mr. Bennion and Mr. Sanders:

In reference to the Annual Network Agreement for Network Systems Services previously executed with Alexander Open Systems and The City of Prairie Village, KS dated December, 17, 2007. Alexander Open Systems would like to Amend this agreement to extend support through December, 31, 2010. Alexander Open Systems would like to propose that we continue with the rate schedule currently utilized for the Calendar Year 2009 as referenced in the original agreement dated December, 17, 2007. The associated rate for Gary Alter is located in **Bold** below.

Rate Schedule:

Skill Level	Rate
Design Architect	\$130.00
Project Manager	\$130.00
Systems Engineer	\$120.00
Sr. Systems Engineer	\$150.00
Systems Consultant	\$215.00

If these terms are acceptable to the City of Prairie Village, please execute this document and return to Alexander Open Systems: Fax # 913-307-2380

Sincerely,

Brad Hipp

Accepting for the City of Prairie Village:

Name (Print): _____

Title: _____

Signature: _____

Date: _____

Accepting for Alexander Open Systems:

Name (Print): _____

Title: _____

Signature: _____

Date: _____

ANNUAL AGREEMENT FOR NETWORK SYSTEMS SERVICES

This Agreement, made this 17th day of December, 2007, by and between ALEXANDER OPEN SYSTEMS, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during the time and pursuant to the terms and conditions identified herein.

1.0 Service Specifications

1.1 The Contractor will provide network systems administration assistance for the Microsoft LAN, WAN, and wireless networks installed at Municipal Building, Public Safety Center and Public Works facilities.

1.2 The network systems administration is defined as:

- a. Installing, setup and configuring for new hardware and software.
- b. Assigning rights, restrictions, and access to application and data directories of specific file locations.
- c. Testing user access, rights, and restrictions to ensure network security is not jeopardized and to ensure user applications are being accessed correctly.
- d. Debugging and troubleshooting issues that arise in operating various network applications and network operating systems.
- e. Providing hardware cleaning, virus check and diagnostics for file servers.
- f. Providing hardware cleaning, virus check and diagnostics for work stations.
- g. Providing hardware and software support, troubleshooting, and other services for PCs and associated hardware and software operating within the Municipal Building, Public Safety Center, and Public Works facilities' network environments.

2.0 General

2.1 The signed agreement will be the authorization for the vendor to provide the described services as may be requested by the City from time to time.

2.2 Nicholas Sanders, Human Resources Specialist at phone (913)385-4664 or Quinn Bennion, City Administrator, at phone (913) 385-4601, will be the City coordinators for the Contractor for providing service and responding to any special needs for the City Hall and Public Works Department. Captain Wes Lovett, 913-385-4606, will coordinate services for the Police Department.

2.3 The City authorizes the Contractor to perform work anytime from 8:00am through 5:00pm weekdays.

2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

3.0 Fees

3.1 That the fees for the completion of this service are:

- a. Hourly rates below are for Monday through Friday, 8am to 5pm. All billing shall be in 15 minute increments. Emergency support rates are explained in sections (d) through (f).

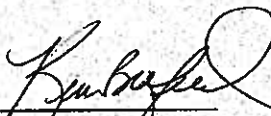
Calendar Year 2008 Rates are as follows:

Skill Level	Rate
Design Architect	\$120.00
Project Management	\$120.00
Systems Engineer	\$110.00
Sr. Systems Engineer	\$140.00
Systems Consultant	\$205.00

Calendar Year 2009 Rates are as follows:

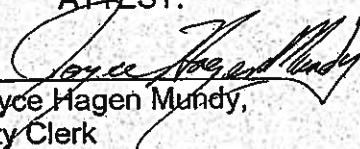
Skill Level	Rate
Design Architect	\$130.00
Project Management	\$130.00
Systems Engineer	\$120.00
Sr. Systems Engineer	\$150.00
Systems Consultant	\$215.00

- b. Travel will be billed one-way at the skill level rate.
 c. Phone support will be billed at the applicable skill level in 15 minute increments.
 d. Emergency support will be billed at 150% of the Contract rate with a \$250 minimum charge.
 e. Holidays are billed at 200% of the Contract rate.
 f. Evening and weekends at 150% of the Contract rate.

Contractor Contact: 

Address: 17851 Foster
Overland Park, KS
66213

ATTEST:

Isl 
 Joyce Hagen Mundy,
 City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 21, 2010

CONSENT AGENDA: CONSIDER 2010 ANNUAL AGREEMENTS FOR PUBLIC WORKS

RECOMMENDATION

Staff recommends the City Council approve the award of 2010 Annual Agreements to Pavement Marking to K&G Striping, Inc. for traffic marking, Keller Fire & Safety for fire extinguisher service, Teague Electric for electrician services, Arbor Masters Tree & Landscaping for tree planting and ACE House Painting, Inc., for building painting.

BACKGROUND

Public Works annually bids various service agreements for maintenance and service agreements. They are all for a three year period. K&G Striping, Inc., and Teague Electric have provided their services for the City over the last three years with good results. Arbor Masters Tree and Landscaping have provided tree planting in the past, but for the last three years. ACE House Painting, Inc. is a new contractor and their references have been verified.

FUNDING SOURCE

Funding is available in the Public Works operating budget.

RELATION TO VILLAGE VISION

None

PUBLIC NOTICE

Advertized bids

ATTACHMENTS

Bid tab sheets.

PREPARED BY

S Robert Pryzby, Director of Public Works
Date 14 December 2009

ACE Painting

NE Painting

	Units	Pricing 2010	Pricing 2011	Pricing 2012
Interior Painting				
Gypsum Walls	Per sq. ft.	\$ 0.44	\$ 0.45	\$ 0.46
Gypsum Ceilings	Per sq. ft.	\$ 0.75	\$ 0.78	\$ 0.81
Standard Wood Door	Per unit	\$ 39.00	\$ 40.65	\$ 42.30
Standard Metal Door	Per unit	\$ 39.00	\$ 40.65	\$ 42.30
Standard Doorframe	Per unit	\$ 39.00	\$ 40.65	\$ 42.30
Standard Metal Doorframe	Per unit	\$ 39.00	\$ 40.65	\$ 42.30
Wood Trim "Running"	Per ft.	\$ 0.56	\$ 0.58	\$ 0.60
Exterior Painting				
CMU Walls	Per sq. ft.	\$ 0.40	\$ 0.41	\$ 0.43
Wood Siding & Misc.	Per sq. ft.	\$ 0.52	\$ 0.55	\$ 0.57
Trim				
Wood Fence	Per sq. ft.	\$ 0.73	\$ 0.76	\$ 0.79
Metal Chain Link Fence	Per sq. ft.	\$ 0.73	\$ 0.76	\$ 0.79
Swimming Pool				
Pool Painting Preparation	Per sq. ft.	\$ 1.43	\$ 1.49	\$ 1.55
Epoxy Pool Coatings (2 coats)	Per sq. ft.	\$ 2.36	\$ 2.46	\$ 2.56
Epoxy Lane Marking (2 coats)	Per running ft.	\$ 4.60	\$ 4.78	\$ 4.97
Total per year		\$ 168.52	\$ 175.62	\$ 182.73

Pricing 2010	Pricing 2011	Pricing 2012
\$ 0.46	\$ 0.48	\$ 0.50
\$ 0.50	\$ 0.55	\$ 0.58
\$ 52.00	\$ 53.00	\$ 54.00
\$ 52.00	\$ 53.00	\$ 54.00
\$ 42.00	\$ 44.00	\$ 46.00
\$ 42.00	\$ 44.00	\$ 46.00
\$ 2.25	\$ 2.30	\$ 2.35
\$ 0.49	\$ 0.54	\$ 0.59
\$ 0.66	\$ 0.68	\$ 0.70
\$ 2.50	\$ 3.00	\$ 1.50
\$ 3.50	\$ 4.00	\$ 4.25
\$ 0.90	\$ 0.95	\$ 0.99
\$ 1.12	\$ 1.16	\$ 1.21
\$ 2.57	\$ 2.77	\$ 2.95
\$ 202.95	\$ 210.43	\$ 215.62

Total for three years

\$ 526.87

\$ 629.00

Bidder: Van Booven Lawn & Landscape
Tree Planting:

		2010	2011	2012
1 ½ - 2 Caliper Tree	Planting Price Per Tree	\$ 89.00	\$ 91.00	\$ 93.00
2 ½ - 3 Caliper Tree	Planting Price Per Tree	\$ 178.00	\$ 180.00	\$ 182.00
Total / yr		\$ 267.00	\$ 271.00	\$ 275.00

Total 3 yr \$ 813.00

Tree Purchasing:

Purchase invoice cost plus	Percentage of Markup	10%	10%	10%
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Bidder: Jerry's Nursery & Landscaping, Inc.

Tree Planting:

		2010	2011	2012
1 ½ - 2 Caliper Tree	Planting Price Per Tree	\$ 125.00	\$ 128.00	\$ 130.00
2 ½ - 3 Caliper Tree	Planting Price Per Tree	\$ 170.00	\$ 175.00	\$ 130.00
Total / yr		\$ 295.00	\$ 303.00	\$ 260.00

Total 3 yr \$ 858.00

Tree Purchasing:

Purchase invoice cost plus	Percentage of Markup	50%	50%	50%
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Bidder: Arbor Masters Tree & Landscape

Tree Planting:

		2010	2011	2012
1 ½ - 2 Caliper Tree	Planting Price Per Tree	\$ 70.00	\$ 70.00	\$ 70.00
2 ½ - 3 Caliper Tree	Planting Price Per Tree	\$ 130.00	\$ 130.00	\$ 130.00
Total / yr		\$ 200.00	\$ 200.00	\$ 200.00

Total 3 yr \$ 600.00

Tree Purchasing:

Purchase invoice cost plus	Percentage of Markup	10%	10%	10%
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3.0 Fees

3.1 The low bid will be determined by the sum of all the fees for the three year period.

3.2 The fees for these services in 2010 are:

ITEM #	DESCRIPTION	UNIT	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	\$0.22	\$0.23
2	6" White Stripe	LF	\$0.32	\$0.33
3	12" White Stripe	LF	\$1.75	\$1.80
4	24" White Stripe	LF	\$2.60	\$2.75
5	4" Yellow Stripe	LF	\$0.22	\$0.23
6	18" Yellow Stripe	LF	\$2.25	\$2.25
7	4" Black Stripe	LF	\$0.25	\$0.30
8	6" Black Stripe	LF	\$0.35	\$0.40
9	Single Arrow	Each	\$35.00	\$35.00
10	Double Arrow	Each	\$45.00	\$45.00
11	Arrow Black	Each	\$25.00	\$25.00
12	Double Arrow Black	Each	\$40.00	\$40.00
13	"ONLY" Symbol	Each	\$60.00	\$60.00
14	Accessible Parking Emblem	Each	\$30.00	\$30.00
15	Marking Removal	LF	\$0.75	\$0.75

K & G STRIPING, INC.
 4125 NW Riverside Street
 Riverside, MO 64150

3.3 The fees for these services in 2011 are:

ITEM #	DESCRIPTION	UNIT	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	\$0.23	\$0.24
2	6" White Stripe	LF	\$0.34	\$0.36
3	12" White Stripe	LF	\$1.82	\$1.85
4	24" White Stripe	LF	\$2.75	\$2.80
5	4" Yellow Stripe	LF	\$0.23	\$0.24
6	18" Yellow Stripe	LF	\$2.35	\$2.35
7	4" Black Stripe	LF	\$0.27	\$0.32
8	6" Black Stripe	LF	\$0.40	\$0.42
9	Single Arrow	Each	\$37.00	\$37.00
10	Double Arrow	Each	\$47.00	\$47.00
11	Arrow Black	Each	\$26.00	\$26.00
12	Double Arrow Black	Each	\$40.00	\$40.00
13	"ONLY" Symbol	Each	\$60.00	\$60.00
14	Accessible Parking Emblem	Each	\$30.00	\$30.00
15	Marking Removal	LF	\$0.75	\$0.75

3.4 The fees for these services in 2012 are:

ITEM #	DESCRIPTION	UNIT	SOLVENT-BASED PAINT	WATER-BASED PAINT
1	4" White Stripe	LF	\$0.25	\$0.26
2	6" White Stripe	LF	\$0.35	\$0.37
3	12" White Stripe	LF	\$1.90	\$1.95
4	24" White Stripe	LF	\$2.82	\$2.85
5	4" Yellow Stripe	LF	\$0.25	\$0.26
6	18" Yellow Stripe	LF	\$2.40	\$2.40
7	4" Black Stripe	LF	\$0.30	\$0.32
8	6" Black Stripe	LF	\$0.40	\$0.42
9	Single Arrow	Each	\$40.00	\$40.00
10	Double Arrow	Each	\$50.00	\$50.00
11	Arrow Black	Each	\$28.00	\$28.00
12	Double Arrow Black	Each	\$42.00	\$42.00
13	"ONLY" Symbol	Each	\$60.00	\$60.00
14	Accessible Parking Emblem	Each	\$35.00	\$35.00
15	Marking Removal	LF	\$0.80	\$0.80



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 21, 2009

CONSENT AGENDA: CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT 190883: SOMERSET DRIVE- ROE AVENUE TO MISSION ROAD

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for Project 190883: Somerset Drive- Roe Avenue to Mission Road limiting the County share to 50% or \$550,000 of the projects construction costs.

BACKGROUND

Johnson County has approved Project 190883: Somerset Drive- Roe Avenue to Mission Road resurfacing project. An Interlocal Agreement has been received from Johnson County for execution by the City.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project 190883: Somerset Drive- Roe Avenue to Mission Road for the for the City's portion of the project.

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Interlocal Agreement with Johnson County.

PREPARED BY

Keith Bredehoeft
December 21, 2009

**Interlocal Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas,
for the Public Improvement of
Somerset Drive from
Roe Avenue to Mission Road**

THIS AGREEMENT made and entered into this ____ day of _____, by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Somerset Drive from Roe Avenue to Mission Road (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Interlocal Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**
 - A. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is One Million Two Hundred Twenty One Thousand Dollars (\$1,221,000).
 - B. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - C. The Project Costs shall be allocated between the parties as follows:
 - (1) The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Five Hundred Fifty Thousand dollars (\$550,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - (a) Land acquisition, right-of-way acquisition, or utility relocation;
 - (b) Legal fees and expenses, design engineering services, Project administration, or financing costs;

- (c) Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- (d) Project overruns;
- (e) Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
- (f) Minor change orders which are not separately and specifically approved and authorized by the Director of Infrastructure & Transportation of Johnson County, Kansas ("Infrastructure Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- (2) The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. Financing

- A. The Board shall provide financial assistance, as provided in Paragraph 2.C. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- B. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.
4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
- A. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
 - B. Submit a copy of the plans and specifications for the Project to the Johnson County Infrastructure Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Infrastructure Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
 - C. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
 - D. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
 - E. Submit to the to the Infrastructure Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Infrastructure Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board

make payment prior to construction or at times other than set forth in this subsection, the Infrastructure Director and the Finance Director may authorize such payment.

- F. Cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Infrastructure Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.C. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City, as administrator of this Project, to the extent permitted by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, to indemnify and hold the Board harmless for and from any costs, expenses or liabilities which result from actions or omissions of the City or its employees relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall, as permitted by law, defend indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or

her sub-contractors, agents or employees in the performance of this contract.

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

5. Acquisition of Real Property for the Project

- A. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- B. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- A. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.B. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Infrastructure Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- B. It is understood and agreed that the Infrastructure Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Infrastructure Director

that satisfactory progress is not being made on the Project. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

- 7. Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

Board of County Commissioners of
Johnson County, Kansas

City of Prairie Village, Kansas

Annabeth Surbaugh, Chairman

Ronald L. Shaffer, Mayor

Attest:

Attest:

Casey Joe Carl
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 21, 2009

CONSENT AGENDA: CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT 190876: 83RD STREET - NALL AVENUE TO ROE AVENUE

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for project 190876: 83rd Street - Nall Avenue to Roe Avenue limiting the County share to 50% or \$315,000 of the projects construction costs.

BACKGROUND

Johnson County has approved Project 190876: 83rd Street - Nall Avenue to Roe Avenue resurfacing project. An Interlocal Agreement has been received from Johnson County for execution by the City.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project 190877: 83rd Street, Nall Avenue to Roe Avenue for the for the City's portion of the project.

RELATION TO VILLAGE VISION

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

ATTACHMENTS

1. Interlocal Agreement with Johnson County.

PREPARED BY

Keith Bredehoeft
December 21, 2009

**Interlocal Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas,
for the Public Improvement of
83rd Street from
Nall Avenue to Roe Avenue**

THIS AGREEMENT made and entered into this ____ day of _____, by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to 83rd Street from Nall Avenue to Roe Avenue (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Interlocal Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**
 - A. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is Seven Hundred Thousand Dollars (\$700,000).
 - B. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - C. The Project Costs shall be allocated between the parties as follows:
 - (1) The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Three Hundred Fifteen Thousand dollars (\$315,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - (a) Land acquisition, right-of-way acquisition, or utility relocation;
 - (b) Legal fees and expenses, design engineering services, Project administration, or financing costs;

- (c) Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- (d) Project overruns;
- (e) Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
- (f) Minor change orders which are not separately and specifically approved and authorized by the Director of Infrastructure & Transportation of Johnson County, Kansas ("Infrastructure Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- (2) The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. Financing

- A. The Board shall provide financial assistance, as provided in Paragraph 2.C. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- B. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.
4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:
- A. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
 - B. Submit a copy of the plans and specifications for the Project to the Johnson County Infrastructure Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Infrastructure Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
 - C. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
 - D. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
 - E. Submit to the to the Infrastructure Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Infrastructure Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board

make payment prior to construction or at times other than set forth in this subsection, the Infrastructure Director and the Finance Director may authorize such payment.

- F. Cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Infrastructure Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.C. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City, as administrator of this Project, to the extent permitted by law and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act, to indemnify and hold the Board harmless for and from any costs, expenses or liabilities which result from actions or omissions of the City or its employees relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall, as permitted by law, defend indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or

her sub-contractors, agents or employees in the performance of this contract.

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

5. Acquisition of Real Property for the Project

- A. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- B. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- A. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.B. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Infrastructure Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- B. It is understood and agreed that the Infrastructure Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Infrastructure Director

that satisfactory progress is not being made on the Project. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

Board of County Commissioners of
Johnson County, Kansas

City of Prairie Village, Kansas

Annabeth Surbaugh, Chairman

Ronald L. Shaffer, Mayor

Attest:

Attest:

Casey Joe Carl
Clerk of the Board

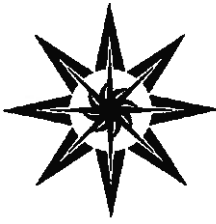
City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



POLICE DEPARTMENT

Council Meeting Date: December 21, 2009

CONSENT AGENDA: **The approval of the contract with Animal Medical Center.**

RECOMMENDATION

Staff recommends the renewal of the Animal Medical Center contract for 2010.

COUNCIL ACTION REQUESTED ON: December 21, 2009

BACKGROUND

The City has contracted with Animal Medical Center for many years to provide an impoundment facility, as well as general veterinary or related animal services. Previous contracts have been reviewed by the City Attorney. The only changes to the 2010 contract are the coverage dates and costs.

PREPARED BY

Capt. Tim M. Schwartzkopf
Patrol Commander
Date: December 16, 2009

CONTRACT FOR PROFESSIONAL ANIMAL CARE SERVICES

This Agreement is entered into this 1st day of January 2010, by and between the City of Prairie Village, Kansas, hereafter referred to as the City, and Animal Medical Center & Associates, P.C., 204 W. 75th Street, Kansas City, Missouri, a professional veterinary medicine organization owned by Jarvis E. Williams, DVM, hereafter referred to as AMC.

I. SCOPE OF SERVICES

1. That all services required by the City, in the care, custody and confinement of all domestic and/or wild animals which would normally be the financial responsibility of the City, shall be provided by AMC for the total sum of One Thousand Six Hundred Seventeen and no/100 Dollars (\$1,617.00) per month. The services offered by the AMC shall be, but not limited to:
 - i. Maintain an animal receiving center seven (7) days per week, twenty-four (24) hours per day to receive any and all domestic animals and wild animals which are in the custody of the City.
 - ii. Provide emergency veterinary medical treatment during normal office hours for those animals under control of the City, which are injured or sick.
 - iii. Provide rabies observation for UNCLAIMED animals for a minimum of ten (10) days.
 - iv. Stray canines and felines, unclaimed, shall be kept a minimum of ten (10) days at which time the City, shall release them to AMC for adoptions or euthanization, as AMC deems necessary and proper. AMC agrees that no animal shall be sold for the purpose of research and that all animals adopted under this program will ordinarily only be made available to individuals as companion animals.
2. AMC agrees to accept from the City, any and all dead small animals (under ten (10) pounds each) other than canines and felines presented for disposal. AMC shall dispose of said animals properly, either by incineration or other appropriate means. In consideration for this service, the City shall pay AMC the amount of One Hundred Forty and no/100 Dollars (\$140.00) per month.
3. This Agreement shall authorize AMC, the Police Department, and the City, to establish rules and procedures between all parties concerned to ensure that proper attempts are made to identify the owner of any domestic animal under control of the city. AMC is authorized to bill directly to the owners of said animals appropriate medical costs. The City will reimburse AMC for emergency medical care rendered to unclaimed animals, not to exceed One Hundred Seventy-Five and no/100 Dollars (\$175.00) per animal.
4. AMC agrees to hold any animal under confinement by the City, whose owner is known, until such time as a release order is received from the City. Should the period of confinement exceed ten (10) days, AMC shall bill the City the sum of Ten and no/100 Dollars (\$10.00) per day for boarding of this animal. Should additional EMERGENCY services be rendered to this animal, AMC is authorized to bill directly to the owner of said animal appropriate medical costs. The City shall guarantee payment by the owner to maximum of One Hundred Seventy-Five and no/100 Dollars (\$175.00) per incident.
5. The City desires that injured or sick animals located or taken into custody within the City, when an owner cannot be identified or contracted, receive humane treatment. AMC, acting as an agent of the City under contract, is authorized to receive such animals from Animal Control or Police Officers and make a medical examination to determine if treatment is needed and treat such animals if practical. AMC may bill the City, the maximum amount of One Hundred Seventy-Five and no/100 Dollars (\$175.00) for said treatment if the legal owner cannot be established, and approval for such treatment is received from an authorized City official. AMC, following standard veterinarian practices, is also authorized to determine that treatment is not warranted and may euthanize said animal to end unnecessary pain and suffering.

6. The City, agrees to pay AMC the sum of Forty-Five and 50/100 Dollars (\$45.50) per animal for each canine and feline disposed of under this agreement, whether accepted for disposal or euthanized any time during or after the ten (10) day impound period.
7. Animal Control Officers or Police Officers bringing in an animal to AMC agrees to:
 - i. Scan the animal for a microchip
 - ii. Put an E-Jay band around the neck of the animal with the Impound number and City written on it.
 - iii. Complete a cage card to be placed on the animal's cage.
 - iv. Put the animal in the appropriate location (cage, freezer, etc).
 - v. Write down the PV impound number on the Daily Work Sheet in A-Ward for medical processing.

II. SERVICE FEES

1. In consideration of the above provisions, the City shall pay to AMC the amount of One Thousand Six Hundred Seventeen and no/100 Dollars (\$1,617.00) per month for the fixed services as provided in Section I, Paragraph 1. The City shall also pay to AMC a per animal disposal fee of Forty-Five and 50/100 Dollars (\$45.50) per animal for the proper disposal of all canines and felines, as provided in Section I, Paragraph 6, and Ten and no/100 Dollars (\$10.00) per day for boarding of animals being confined by the City for a period exceeding ten (10) days, as provided in Section I, Paragraph 4.
2. The cost of intestinal parasite removal and/or mange treatment of infested animals will be charged the City on a per-case basis at fifty percent (50%) off AMC's normal and customary fees.

III. SPECIAL PROVISIONS

The City acknowledges that AMC will make available for purchase to the City, controlled substances for the City use in tranquilizing and euthanizing animals. The City will hold AMC harmless from any and all claims of injury or damage of any nature resulting from the City's use, storage or transportation of the controlled substances.

AMC affirms that the work performed is as an independent agent and hereby accepts responsibility for any death or injury of any employee of AMC or property damage while in performance of service under the terms of this Agreement and holds the City harmless.

AMC further agrees to defend, indemnify and hold the City harmless from any and all claims of injury or damage of any nature resulting from their error, omission or negligent act of AMC. Likewise, the City agrees to defend, indemnify and hold AMC harmless from any and all claims of injury or damage of any nature resulting in error, omission or negligent act of the part of the City.

Either party may terminate this Agreement by giving sixty (60) days written notice prior to the time of termination. This Agreement shall be effective and be in force from January 1, 2010, through December 31, 2010.

ANIMAL MEDICAL CENTER

CITY OF PRAIRIE VILLAGE, KANSAS

BY: *Paul Williams*

BY: _____

TITLE: *VETERINARIAN/OWNER*

TITLE: _____

DATE: *12/8/09*

DATE: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

COUNCIL COMMITTEE OF THE WHOLE
December 7, 2009

The Council Committee of the Whole met on Monday, December 7, 2009 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, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Captain Tim Schwartzkopf; Bob Pryzby, Director of Public Works; Keith Bredehoeft, Project Manager; 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.

Presentation by City of Mission regarding the Mission Plaza Express, Pilot Bus Service

Councilman Andre with the City of Mission, stated the City of Mission is partnering with the Johnson County Transit Agency to provide holiday bus service from Mission to the Plaza. The pilot program is designed to evaluate the feasibility and viability of weekend service between Mission and the Country Club Plaza. The program began on Friday, November 27th and operates Fridays from 6 pm to 11:30 pm, Saturdays from 12 pm to 11:30 pm and Sundays from 12 pm to 8:30 pm for the month of December. Bus service will be provided every 20 minutes with service initiating at 6000 Lamar with stops at 47th & Pennsylvania and 47th & Central. The fare is \$1. There will be two 40 passenger buses making the approximately 45 minute round trip.

Councilman Andre asked the City to promote the program through its website and newsletter and encouraged Council members to try the service and provide feedback. During the first weekend of service approximately 100 people used the service.

COU2009-1116 Consider Amendment to the 2010 Parks Design Contract with Indigo Design

At the November 16th Council meeting the Council approved an agreement with Indigo Design for design of the 2010 Parks Program omitting improvements to Schliffke Park. During that discussion Mr. Pryzby indicated the parks committee had not formally agreed upon the whether additional parking along Roe Avenue and the naturalization of the stream channel in Franklin Park should be included in the scope of services.

Chris Engel reported at their December 9th meeting, the Parks Committee decided to include these two items. The amendment to the contract for the additional design work would increase the contract amount by \$10,400. He noted funding is available in the designated project funds.

Diana Ewy Sharp noted the proposed additional parking along Roe Avenue will be very costly to construct. The proposal calls for the reconfiguring of the parking to allow for additional spaces. She noted the shortage of parking spaces has been an issue at this park for several years. The Park Committee felt that adding another parking lot along Somerset would take away existing green space and removed it from the plan. Mrs. Ewy Sharp noted the alternations to the parking along Roe will require changes to the existing channel.

Quinn Bennion urged the Council to consider the very high cost of the proposed additional parking and the proposed changes to the channel from the existing manicured channel to a naturalized channel, noting this will be a significant aesthetic change.

Laura Wassmer asked for a breakdown of the fees for the parking spaces and the channel. Bob Pryzby responded the additional 24 parking spaces would cost \$6,300 per square foot parking space.

Dale Beckerman asked if additional parking spaces could be created by adding to the existing internal parking lot and not make any changes along Roe. Mr. Pryzby responded that is a feasible option and would be less costly. He noted the area adjacent to the lot is used for soccer drills only and is not a playing area. The area also has drainage issue. He feels this would be a better use of that land.

Michael Kelly asked if the committee considered other possible solutions. Mr. Pryzby responded they did not. Ruth Hopkins expressed concerns with the proposed naturalization of the channel, noting the city received several complaints a few years ago when a naturalized plant area was created along the channel. Mr. Bennion urged the Council to review of the design carefully prior to it going out to bid to make sure it clearly understands what is being proposed. Charles Clark noted one of the concerns is that water stands, it does not flow in naturalized streams.

Laura Wassmer asked if the committee has gotten any feedback from residents. Diana Ewy Sharp noted the park committee will hold a public meeting in conjunction with their January meeting to present the design plans and get feedback. Ms Wassmer stated she feels that residents will be opposed to any action that takes away existing parkland. She is supportive of reconfiguring the parking along Roe and noted the cost should be considered as a long-term investment in the land. Mrs. Ewy Sharp asked what Ms Wassmer felt about the change to the channel. Ms Wassmer responded she would need to see plans before making that decision.

Diana Ewy Sharp noted she is concerned with the cost and asked Mr. Pryzby to provide some comparison costs. Mr. Pryzby stated the Shawnee Mission East parking spaces cost \$1,200 each to construct. The proposed spaces along Somerset would have cost \$3,750.

Dale Beckerman expressed concern with the safety of cars backing out onto Roe. He would like to look at expanding the parking lot. Chief Jordan responded to the question of cars backing out onto Roe noting that it would depend on the distance available to

back up without being on the roadway. Chris Engel noted the plan has an additional ten feet to allow for a buffer area for backing. Ruth Hopkins stated she shared Mr. Beckerman's concerns with backing.

David Morrison stated he was opposed to the removal of any green space.

Laura Wassmer asked if any consideration was given to burying the channel underground beneath the parking spaces. Mr. Bennion stated that would further increase the cost. Ms Wassmer noted this needs to be looked at as an investment into the future and done in the best manner possible.

David Belz agreed that any removal of green space would not be well received by residents. As long as residents can safely back out along Roe, he feels this would be the better option to getting more parking. Laura Wassmer noted that putting the pipe underground would maximize green space.

Michael Kelly noted there appears to be multiple ideas that have not been fully considered. He feels action should be delayed until these are appropriately investigated.

Bob Pryzby noted by piping the channel underground, it would be possible to widen the sidewalk from five feet to ten feet. Diana Ewy Sharp noted the cost of construction of the additional parking and the naturalization of the channel is included in the designated project funds.

Charles Clark made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE AMENDMENT
IDENTIFIED AS "ATTACHMENT A" TO THE 2010 PARKS DESIGN
CONTRACT WITH INDIGO DESIGN IN THE AMOUNT OF \$10,400
WITH THE DIRECTION THAT THE DESIGN INCLUDE PLACING
UNDERGROUND PIPE FOR THE CHANNEL**

**COUNCIL ACTION TAKEN
12/07/2009**

Mayor Shaffer noted this would be similar to the installation of near Village Presbyterian Church along Tomahawk.

Bob Pryzby recommended that Indigo Design bring the design to the Council for review prior to going out to bid.

COU2009-117: Consider Participating in Smart Lights for Smart Cities Energy Efficiency Conservation Block Grant application being submitted by MARC

Dennis Enslinger reported City staff has been working with the Mid America Regional Council (MARC) and other small cities, to investigate the possibility of submitting a joint Department of Energy Efficiency Conservation Block Grant. The DOE criteria for submission of a grant focuses on the following items: regional approach, leveraging of capital and transforming the market. Based on these criteria, a number of municipalities decided that a joint application would have the greatest likelihood of being selected.

The proposed grant would provide funding for testing various high efficiency lighting technologies, and then allow cities to deploy an average of 200 high efficiency street lights in designated areas. This could be a partnership between municipalities and KCP&L. In order to provide more leverage and additional funding for future lighting installations, coalition cities and KCP&L would pledge to provide 50% of the initial utility savings as a result of the installation for a for period of five years. This would allow for the establishment of a revolving loan fund/grant process to finance additional installation of high efficiency streets lights.

MARC is asking for a letter of commitment from each coalition city prior to the submission of the grant application. No funding source is required at this time. If the grant is awarded, the City would be committing to sharing 50% of the utility cost savings realized over a five-year period.

Diana Ewy Sharp asked what areas would be receiving the new lights and how many cities are participating in this program. Mr. Enslinger responded their approximately 26 metropolitan cities that have expressed an interest in participating. The areas for the lights to be installed has not been determined. He noted most cities group the lights together and several cities place them in shopping centers or commercial areas.

Laura Wassmer noted LEED lights are very harsh and cold. Dennis Enslinger noted they would be looking at different lights that are available on the market and would set standards. Ms Wassmer felt the use of these lights in residential areas would negatively impact the residential character of neighborhoods and she would not support using them in residential areas.

Al Herrera confirmed there would be no immediate out-of-pocket costs for the City. Mr. Enslinger restated at this point in time, the Council is only authorizing the submittal of the grant and declaring that if it participates it would return 50% of the savings incurred to a pool for the future purchase of additional lights. Mr. Herrera asked how the amount of savings would be determined.

Dennis Enslinger stated the new lights would be metered to determine the reduction in operating costs. He confirmed KCP&L and WestStar have indicated their support and participation in the program. Dale Warman explained how the Tariff paid to KCP&L by the City is determined and discussed how the amount of savings could be determined.

Quinn Bennion asked for current locations of LEED lights that could be seen by the Council. Mr. Enslinger stated they are used by the City of Independence and in some shopping centers.

Ruth Hopkins made the following motion, which was seconded by Dale Warman and passed by a 10 to 1 vote with Laura Wassmer voting "nay".

**MOVE THE GOVERNING BODY AUTHORIZE THE MAYOR TO
SIGN A LETTER OF COMMITMENT TO PARTICIPATE IN THE
SMART LIGHTS FOR SMART CITIES EECBG BEING SUBMITTED
BY MID AMERICA REGIONAL COUNCIL (MARC)
COUNCIL ACTION TAKEN
12/07/2009**

COU2009-111 Consider Project 190653: El Monte Fountain

Bob Pryzby reviewed the requested change order for revisions to the original electrical service design to meet the requirements of KCP&L and the City zoning regulations. The KCP&L change is to the location of the electrical meter from a pole in the backyard of a home across the street to the island. The second change is to comply with a 54-inch maximum height on the pedestal. The change order includes an additional 30 for completion due to the delay in obtaining necessary electrical parts. The change order is for an increase of \$1,265.00 bringing the new total cost to \$52,274.00.

Laura Wassmer questioned the placement of a utility box on the island. Mr. Pryzby noted a control box was included in the original plan. Dennis Enslinger noted the box can not be higher than 54" and is not very deep or wide. Dale Warman noted the placement of the box on the island will result in cost savings for any maintenance that may be needed.

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

**MOVE THE GOVERNING BODY APPROVE CHANGE ORDER #1
TO PROJECT 190653: EL MONTE FOUNTAIN IMPROVEMENTS TO
MEGA INDUSTRIES FOR AN INCREASE OF \$1,265.00 BRINGING
THE COST OF THE PROJECT TO \$52,274.00
COUNCIL ACTION TAKEN
12/08/2009**

Presentation regarding Retaining Walls and Aesthetics as part of CIP Projects

Dennis Enslinger stated at the last Council meeting staff was directed to research options for incorporating aesthetics into retaining walls. The current sidewalk policy only addressed the width of the sidewalks and number/location of sidewalks. It does not address retaining walls. Mr. Enslinger showed photographs of installations of retaining

walls in Prairie Village and neighboring cities demonstrating what has been and can be done. The alternative treatments included the use of modular bricks, capped modular bricks, native stone, concrete walls with native stone on face, brick walls and poured concrete with designs to give the appearance of brick. He also presented options for retrofitting existing walls with synthetic stone and stone veneers.

The placement of sidewalks can be setback with separating green space, at the curb or a combination of both. The determining factor is usually the amount of right-of-way available and the existing streetscape features.

Mr. Enslinger asked for Council input on possible policy revisions to address the design of low retaining walls, tall retaining walls and the retrofitting of existing walls.

Charles Clark stated he felt the consideration of materials for retaining walls should be architecturally based and does not feel they should be constructed the same throughout the City. Mr. Warman agreed and stressed the need for flexibility. Mr. Beckerman agreed with Mr. Clark and added that for some applications concrete retaining walls are appropriate.

Michael Kelly asked if the policy can simply be amended to allow for the consideration of alternative treatments for retaining walls.

Dennis Enslinger expressed concern with simply doing what residents want and felt that criteria need to be developed as the standard.

Andrew Wang noted on lower walls the options available are less. Dale Warman stated he is not concerned with curbs, but feels the option needs to be available for walls. Dale Beckerman stated he did not see the length of the wall as a consideration and would like to have staff provide recommendations for consideration.

Ruth Hopkins noted that after the discussion at the last Council meeting she paid attention to walls located on 75th Street and found them to be very unattractive. She would like to see what could be done to make them more attractive.

David Belz expressed concern with opening a Pandora's Box and can not support any amendments without having information on the related costs for the enhancements. Mr. Beckerman noted that is why a clear policy designating specific heights and acceptable applications is needed. Charles Clark stated he would like to have further discussion on this with staff providing recommendations and cost estimates/implications.

Council President Michael Kelly stated this item will be included on a future committee agenda. He recessed the committee meeting at 7:30 p.m. stating it would be reconvened upon the conclusion of the City Council meeting to address the remaining items on the agenda.

Council President Michael Kelly reconvened the Council Committee of the Whole meeting at 8:05. Laura Wassmer was not present.

COU2009-112 Consider approval of bid for Remodeling of Prosecutor's Office and Storage Area

On November 20, 2009, the City Clerk opened four bids for constructing a Prosecutor Office, relocated Vending Room, Store Room and IT Office. The bids are:

Bidder	Prosecutor Office & Vending Room	IT Office & Store Room	Total Bid
Zipco Contracting, Inc.	\$13,980.00	\$ 2,857.00	\$16,837.00
Noblit Didier Development LLC	\$16,204.00	\$ 1,046.00	\$17,250.00
Construction Technologies LLC	\$15,158.00	\$ 2,625.00	\$17,783.00
*New Haven Homes	\$	\$	\$20,250.00

*The bid was rejected as it was not submitted on requested bid form.

It is proposed to use the City contracted electrician for the electrical work. This adds \$4,180.00 to the \$16, 837.00 for a total cost of \$21,017.000.

Bob Pryzby stated it is proposed to use ADSAP funds for only the Prosecutor portion of the project as the ADSAP funds have restrictions on what they can be used for - DUI related expenditures. The Court has to report expenditures from the ADSAP funds to the State each year and would end up finding a funding source to reimburse the ADSAP funds if not spent according to the criteria. The balance of the funds will come from the Public Works Building account.

Funding will be from: Public Works Building Account	\$ 2,360.00
Prairie Village ADSAP funds	\$14,552.46
Mission Hills ADSAP funds	\$ 4,104.54
Total	\$21,017.00

Diana Ewy Sharp asked if Zipco has done work for the City in the past. Mr. Enslinger stated they have not. Ruth Hopkins asked if the City knew anything about their work. It was noted Mayor Shafer knew the other two contractors who bid, but was not familiar with Zipco.

David Belz asked if the staff recommendation was being made based on the low bid or based on a recommendation of the company. Mr. Pryzby responded it was based on the low bid and that he had not checked references as he thought it was one of the companies the City had solicited bids from. Mr. Enslinger stated Zipco had picked up a bid form and was not mailed an application.

Michael Kelly stated the company had followed the policy and submitted the lowest bid and he feels it would be awarded the bid. Charles Clark stated unless there is a strong reason, the bid should be awarded to the low bidder.

Charles Clark made the following motion, which was seconded by Dale Beckerman and passed by a vote of 9 to 1 with Ruth Hopkins voting “nay”:

**MOVE THE GOVERNING BODY AWARD THE BID FOR PROJECT
190923: PROSECUTOR OFFICE CONSTRUCTION TO ZIPCO
CONSTRUCTION IN THE AMOUNT OF \$16,837.00.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-113 Consider approval of the use of Contingency Funds for 2009 Legal Expenses

Quinn Bennion noted during 2009 the City incurred unanticipated legal expenses in relation to the T-Mobile Litigation and the Natural Gas Transport ordinance. The T-Mobile litigation fees for 2009 were \$36,645. The Natural Gas Transport ordinance legal fees were \$4,642. Mr. Bennion added other significant legal projects included the Springbrook contract review, Supplemental Pension Plan changes and Charter Ordinance #25 protest petition challenge. These projects contributed to the 2009 legal budget being exceeded. Staff requests approval of a transfer from Contingency to cover the cost of these two projects in the amount of \$42,000.

Ruth Hopkins asked if the 2010 budget had been increased. Mr. Bennion responded it had and should be adequate to cover expenses. He noted the City does not routinely budget for the defense of law suits.

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

**MOVE THE GOVERNING BODY APPROVE THE TRANSFER
FROM GENERAL FUND CONTINGENCY TO LEGAL SERVICES
IN THE AMOUNT OF \$42,000 FOR T-MOBILE LITIGATION FEES
AND NATURAL GAS TRANSPORT FRANCHISE LEGAL FEES.
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-115 Consider Joint City/County Legislative Platform

Chris Engel stated each year the Council develops and adopts a Legislative program that establishes the City’s legislative priorities for the upcoming session. Since 2007 the City has submitted a joint City/County platform that is created at the annual Leadership Summit. This year’s platform is the result of a series of meetings hosted by the County and attended by area managers and mayors.

The goal of the joint platform is to assert the common positions among the cities and county. For the 2010 platform five of the six issues are being held over from last year with the following four new items being added:

- Bus on Shoulder Service
- KPERS Funding
- Community Improvement Districts
- Shifting the Burden of Proof in Appraisal Hearings

Charles Clark stated he supports the submittal of a joint legislative platform and is pleased to see KPERS added to the list of priorities.

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

**MOVE THE GOVERNING BODY ADOPT THE JOINT 2010
COUNTY/CITY LEGISLATIVE PLATFORM AS WRITTEN
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

With no further business to come before the committee, Council President Michael Kelly adjourned the meeting at 8:15 p.m.

Michael Kelly
Council President

Prairie Village Elected Officials

MAYOR



Ron Shaffer
mayor@pvkansas.com

CITY COUNCIL

WARD I



Dale Warman
dwarman@pvkansas.com

WARD II



Ruth Hopkins
rhopkins@pvkansas.com

WARD III



Michael Kelly
mkelly@pvkansas.com



Al Herrera
aherrera@pvkansas.com



Andrew Wang
awang@pvkansas.com

WARD IV



Laura Wassmer
lwassmer@pvkansas.com

WARD V



Charles Clark
cclark@pvkansas.com

WARD VI



David Belz
dbelz@pvkansas.com



Dale Beckerman
dbeckerman@pvkansas.com



David Scott Morrison
dmorrison@pvkansas.com



Diana Ewy Sharp
desharp@pvkansas.com

**City of Prairie Village
Johnson County**



2010 Legislative Priorities

COMPREHENSIVE TRANSPORTATION PLAN

Recognizing that transportation infrastructure is critical to public safety and quality of life, we support maintaining funding for the comprehensive transportation plan and encourage KDOT to give economic development greater consideration in the awarding of grants to local governments to build and reconstruct critical highway infrastructure, new infrastructure and other transportation mobility options. Further, we vigorously oppose any action of the state to reallocate federal transportation monies earmarked for and shared with counties and cities to finance any state revenue shortfalls in a comprehensive transportation program.

KANSAS OPEN RECORDS AND OPEN MEETINGS ACT

We believe that an open government is essential to building public confidence. However, we recognize that in some circumstances the public interest is better served by preventing the disclosure of sensitive information. We support the retention of the exceptions in the Kansas Open Records Act and the permitted subject matters for executive sessions contained in the Open Meetings Act currently found in the law.

LOCAL OPTION FOR PUBLIC EMPLOYER-EMPLOYEE RELATIONS ACT

Because local governments should remain empowered to decide collective bargaining issues based upon local conditions, circumstances, needs, values, and the desires of local taxpayers, we oppose the removal or preemption of the local option provision from the Public Employer-Employee Relations Act (PEERA).

STATUTORY PASS-THROUGH FUNDING

We call for the preservation of local government revenues which pass through the State of Kansas's treasury. These funds come from a longstanding partnership between local governments and the State, and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuels taxes should not be withheld from local governments and siphoned into the State General Fund. Local governments in recent years have had to cope with the legislature not funding LAVTRF demand transfers and the machinery & equipment property tax "slider," and should not be forced to further aid in balancing the State's budget.

MAINTAIN EXISTING 911 FUNDING AUTORIZATIONS

We seek to preserve the current E9-1-1 funding mechanisms. Ongoing changes in commercial communications technologies require ongoing technology and equipment enhancements to E9-1-1 and public safety communications systems to ensure the provision of effective E9-1-1 service. Continuation of existing E9-1-1 funding mechanisms is essential to meet that service goal.

BUS ON SHOULDER SERVICE

We support state legislation that will allow transit agencies to operate Bus on Shoulder service using existing infrastructure on the State Highway System. This legislative action could be utilized by other metro transit agencies to increase mobility options, relieve congestion and help reduce maintenance costs through a reduction in vehicle miles traveled. Staff at the Kansas Department of Transportation is supportive of this legislative change and service operation.

KPERS FUNDING

We support achieving a fully-funded public employees retirement system within a reasonable period of time. The local KPERS system should remain separate from the state and school retirement system. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire.

COMMUNITY IMPROVEMENT DISTRICTS

We support amendments to the new Community Improvement District (CID) Act to correct inconsistencies and clarify procedural requirements. The Legislature created a new financing mechanism in 2009, allowing cities and counties to create Community Improvement Districts (CIDs) to more easily work with developers to encourage development and redevelopment. In utilizing this new tool it has become apparent that clarification of the law is needed regarding certain procedural requirements and that some inconsistencies need to be corrected. These amendments will enable cities and counties to use CIDs to benefit their communities.

SHIFTING BURDEN OF PROOF IN APPRAISAL HEARINGS

The current statute, K.S.A. 79-1609, shifts the burden of proof for leased commercial property owners when they present three years income and expense information to the county appraiser at the various stages in the hearing process. We request a change in law that this would only occur if they presented the information at the informal level. This should resolve valuation cases earlier in the hearing process.

Project Fact Sheet

"It Fits Within the Current Street Footprint"

What is the project?

The proposed street improvements on Nall Avenue between 67th Street and Martway will change the existing four-lane street to a three-lane street - one through lane each way plus a center lane for making left turns. The project includes new curbs and sidewalks or trails, pavement rehabilitation, pavement markings, and signing. Traffic signals will be replaced at the Nall Avenue intersection with Shawnee Mission Parkway. While the street configuration is generally the same north and south of Shawnee Mission Parkway, some of the dimensions are slightly different. The currently proposed project, including all sidewalks and green space will be built within the existing pavement of Nall Avenue, hence the expression "it fits within the current street footprint." No property acquisition will be necessary.

Why narrow the street?

The function of Nall Avenue has stabilized at a level of traffic that can comfortably be handled with a 3-lane section. While Nall Avenue south of Shawnee Mission Parkway is four lanes wide in many areas, the section between 75th Street and 91st Street is only two lanes wide and neither Prairie Village nor Overland Park have plans to widen it. And north of Johnson Drive, Nall Avenue will always be only two lanes wide. In addition to calming traffic speeds, the proposed street configuration provides more space to add sidewalk and/or multi-use trail amenities and set them apart from the street - without encroaching into yards. The narrower pavement, generous green strips and wider, continuous walkways fit nicely in this predominately residential area.

Why are you adding sidewalk or a trail on the west side of Nall Avenue?

The ability to safely walk or ride a bike in the community serves to connect various parts of the city. And we have elevated the importance of walking and biking throughout Mission in recent years. A key objective of the project is to provide continuous pedestrian mobility along Nall Avenue. Some sidewalk exists along the west side of Nall Avenue today but it is not continuous and doesn't lead anyone across Shawnee Mission Parkway. The west side of Nall Avenue is entirely in the City of Mission. Adding sidewalk or a trail along this entire length will connect the Milhaven neighborhood with the commercial area of the City.

How is the project funded?

With a combination of City of Mission and Johnson County CARS funding. The City of Mission is the lead agency for this project.

When will construction take place?

If the city council selects a preferred design option and authorizes the consultant to begin design right away, construction will probably begin in 2010 (summer). It's too early to say exactly when construction will be complete, but mid-2011 is most likely.

Will construction disturb private properties along Nall Avenue?

While the project has not been designed yet, every attempt is being made to avoid any disruption to adjacent properties. As you can see on our exhibits today, the proposed improvements will be no closer to any house than the street or sidewalk is today. Some private driveways may need to be reconstructed beyond the existing right-of-way line in order to meet ADA guidelines. So it may be necessary to get temporary easements at a few locations. Construction activity will affect everyone but every attempt will be made to minimize inconvenience. Coordination with affected property owners will take place throughout construction.

What is expected of those attending this meeting?

This meeting is intended to share the concept options with you and to get feedback from you. What do you like? What do you dislike? Do you have a preference where options are presented? For example, if a facility for pedestrians is built along the west side of Nall Avenue, do you prefer a 5 ft. sidewalk or an 8 ft. trail. If you have ideas to make the project better, we want to hear those too.

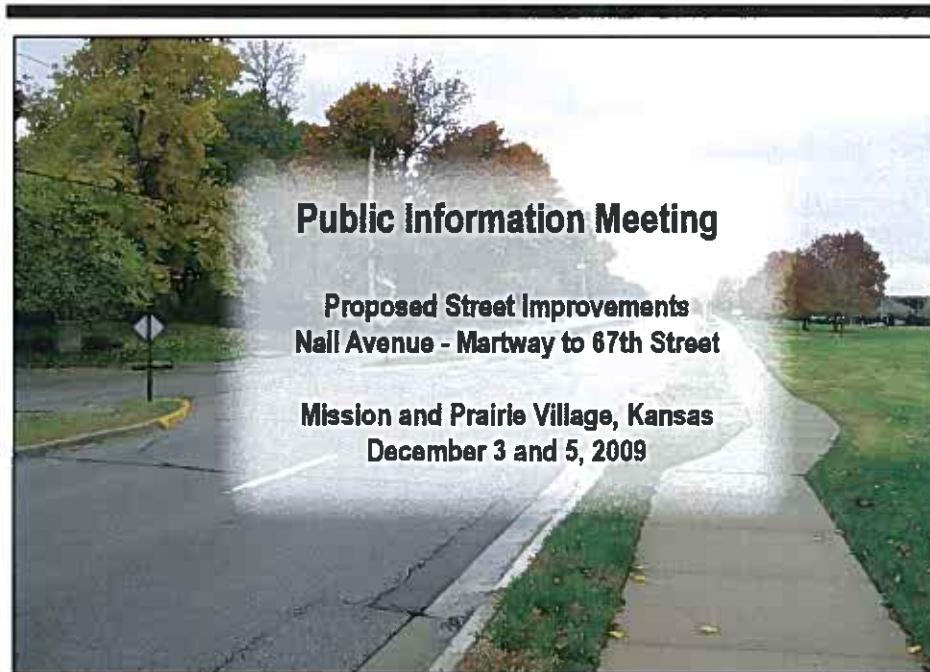
Will there be more meetings like this?

If the city council authorizes design to begin this month, we are planning to host a public meeting in the spring when detailed plans are about 50 percent complete. We'll know much better at that time what impacts there might be on adjacent properties, where temporary easements might be needed, and the possible sequence of construction.

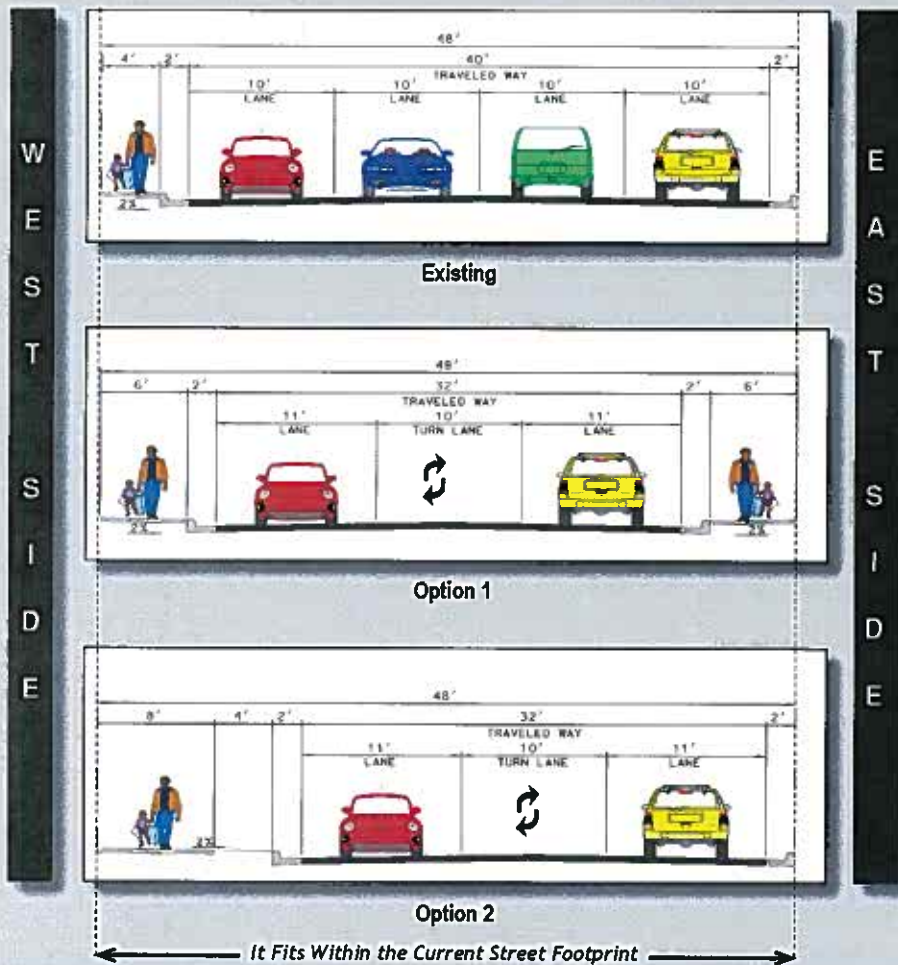
What if I have a question or want additional information after this meeting?

Please feel free to contact one of the project representatives listed below via telephone or email.

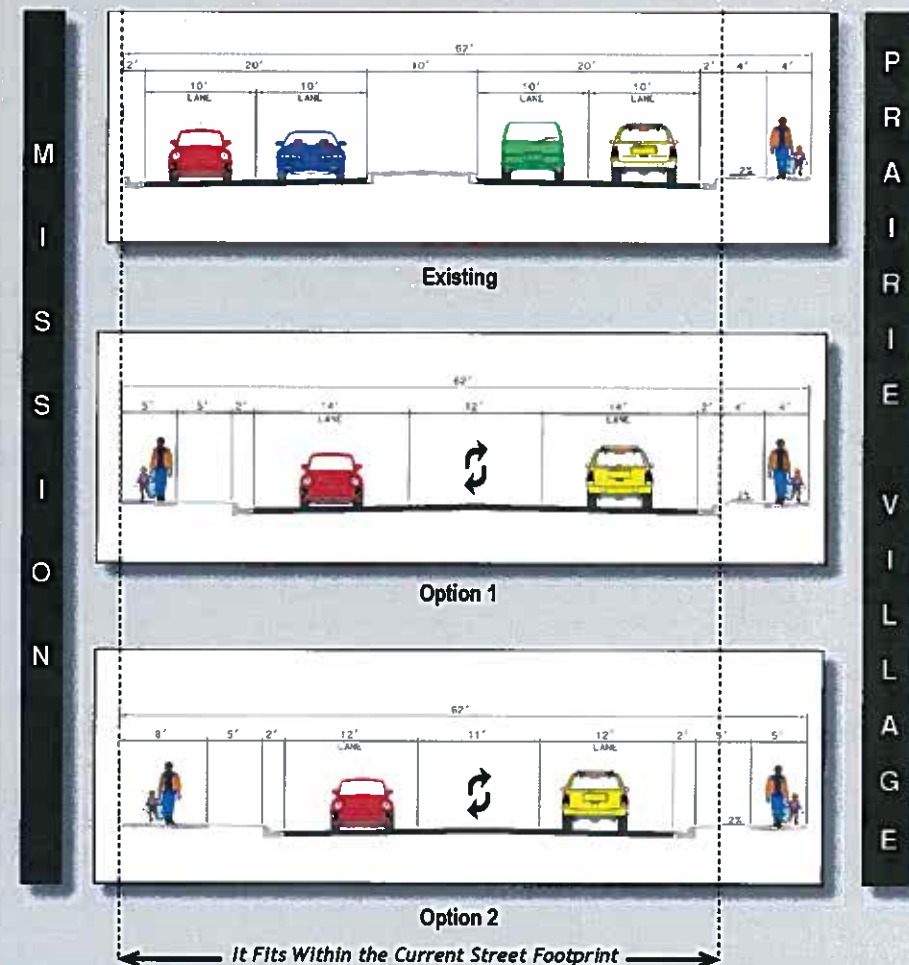
Martin Rivarola	City of Mission	mrivarola@missionks.org	913-676-8364
Keith Bredehoeft	City of Prairie Village	kbredehoeft@pvkansas.com	913-385-4640
Tom Swenson	TransSystems	tgsenson@transystems.com	816-329-8762



Typical Sections
Nall Avenue
North of Shawnee Mission Parkway
(Sections Looking North)



Typical Sections
Nall Avenue
South of Shawnee Mission Parkway
(Sections Looking North)





PLANNING COMMISSION

Council Meeting Date: December 21, 2009

Consider Request for Special Use Permit for the operation of a Private School at 7501 Belinder

RECOMMENDATION

Recommend the City Council adopt Ordinance 2224 granting a Special Use Permit to allow the operation of a private preschool at 7501 Belinder Avenue subject to the conditions recommended by the Planning Commission.

BACKGROUND

Monarch Montessori Preschool has requested approval of a Special Use Permit to establish a preschool at the Congregation Kol Ami Synagogue. The proposed Montessori Preschool will offer education for children from age 3 to 6. The hours of operation will be from 8:30 a.m. to 2:30 p.m. Monday through Friday from late August until late May. A summer program will be offered in June and July three mornings per week from 9:00 a.m. to 12:00 p.m. The maximum number of students proposed is 24. Initially, there will be three employees: an administrator, a teacher and assistant teacher. This will be expanded to five when the number of students increases.

The preschool will be located in the garden level of the Synagogue which has access from the south. Parking will be provided in the west parking lot for drop off and pickup. Since these are younger children, parents will likely need to accompany them to the door and pick them up there also. It may be necessary to use 75th Terrace for parking on holy days but this should be the only times.

A Special Use Permit was approved for a childcare program at the Synagogue in 2005 and it was renewed in 2008 for five years. The childcare center was approved for a maximum of ten children and it is accessed from the east parking lot and on an upper floor. There is no connection between the two uses.

The applicant held a meeting on November 19, 2009 in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting.

The Planning Commission reviewed the criteria for approval of the Special Use Permit and found favorably on the criteria recommending approval of a Special Use Permit for a Montessori Preschool at 7501 Belinder Drive subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of 24 children between the ages of 3 and 6.
2. That the Montessori Preschool be permitted to operate year round from 8:00 am to 5:00 pm subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75th Terrace, except if needed on holy days.
4. That the Preschool meet all requirements of the building and fire codes.
5. That the site complies with ADA requirements.
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of three years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

The Governing Body (which includes the Mayor and City Council) shall make its findings of fact based on the "Golden Factors" and either:

- A. Adopt the recommendation of the Planning Commission and approve the Special Use Permit which requires a majority of those present, or
- B. Override the recommendation of the Planning Commission by a 2/3 vote of the Governing Body (9 votes), and deny the Special Use Permit, or
- C. Return the recommendation to the Planning Commission by a simple majority vote of the quorum present with a statement specifying the basis for the City Council's failure to approve or disapprove the recommendation.
- D. Continue the item to a designated meeting by a simple majority of the quorum present.

RELATED TO VILLAGE VISION

LRN1 Promote continued support of schools within the community.

ATTACHMENTS

Planning Commission minutes of December 8, 2009
Staff Report & Application for PC2009-19
Proposed Ordinance

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: December 11, 2009

SPECIAL USE PERMIT APPLICATION

CITY OF PRAIRIE VILLAGE, KANSAS

For Office Use Only

Case No.: PC 2009-19

Filing Fees: 500

Deposit: 500

Date Advertised: 11/12/09

Date Notices Sent: 11/12/09

Public Hearing Date: 12/8/09

APPLICANT: MONARCH MONTESSORI SCHOOL, LLC PHONE: 816-682-1550

ADDRESS: PO BOX 8045, PV KS ZIP: 66208

OWNER: CONGREGATION KOL AMI PHONE: 913-642-9000

ADDRESS: 7501 BELINDER, PV KS ZIP: 66208

LOCATION OF PROPERTY: 7501 BELINDER

LEGAL DESCRIPTION: MEADOW LAKE BLK 22 Pvc 589
162 BOTA DL 9179 TX

ADJACENT LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>RESIDENTIAL</u>	<u>R-1</u>
South	<u>RESIDENTIAL</u>	<u>R-1</u>
East	<u>RESIDENTIAL</u>	<u>R-1</u>
West	<u>RESIDENTIAL</u>	<u>R-1</u>

Present Use of Property: SYNAGOGUE R-1B

Please complete both pages of the form and return to:

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

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

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

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

If Yes, what length of time?

SIGNATURE: Lindsay McAnany

DATE: 11/3/09

BY: LINDSAY McANANY

TITLE: MEMBER

Attachments Required:

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

November 3, 2009

To: City of Prairie Village, KS Planning Commission

From: Monarch Montessori School, LLC
Lindsay McAnany & Casey Irwin, Members

RE: **19.28.070 Specifically Listed Special Use Permits, item P. Private Schools**

Monarch Montessori School, LLC is applying today for a Special Use Permit to open a Montessori preschool within the Congregation Kol Ami's building facility. We are currently in lease contract negotiations with the Congregation Kol Ami at 7501 Belinder Ave, Prairie Village, KS. (See attached)

Monarch Montessori School, LLC is in the process of attaining Fire Marshal approval and applying for licensing by the KDHE. In addition, we will work to attain all necessary city and state licenses and permits as needed.

The school will be located in the garden level of the Kol Ami building on the Southwest corner. It has it's own, South-facing outside entrance with easy, sidewalk access from the West parking lot. It will comprise approximately 1,596 sq. ft. with approximately 1,294 sq. ft. of actual classroom space. Monarch Montessori School plans to have 24 students in attendance.

Monarch Montessori School will offer a Montessori preschool education for all children from age 3 to age 6. Hours of operation will be from 8:30 AM to 2:30 PM, Monday through Friday from late August until late May for a 175 day school year with approximately 25 days off for holidays, parent-teacher conferences, or teacher in-services. The school year will mirror closely the Shawnee Mission School District's schedule. In addition, a summer program in June and July, three mornings per week from 9 AM to 12 PM will be offered.

The school will employ two teachers and one administrator so there will be a total of 3 cars parking in the Kol Ami parking lot on a daily basis. The children are delivered to the classroom by their parents and picked up by them each day. Traffic will be minimal in that approximately 30% of the students (~ 8 children) participating in the half-day program will be picked up at 11:30 AM, and the remaining 60% (~14 children) will be picked up at 2:30 PM.

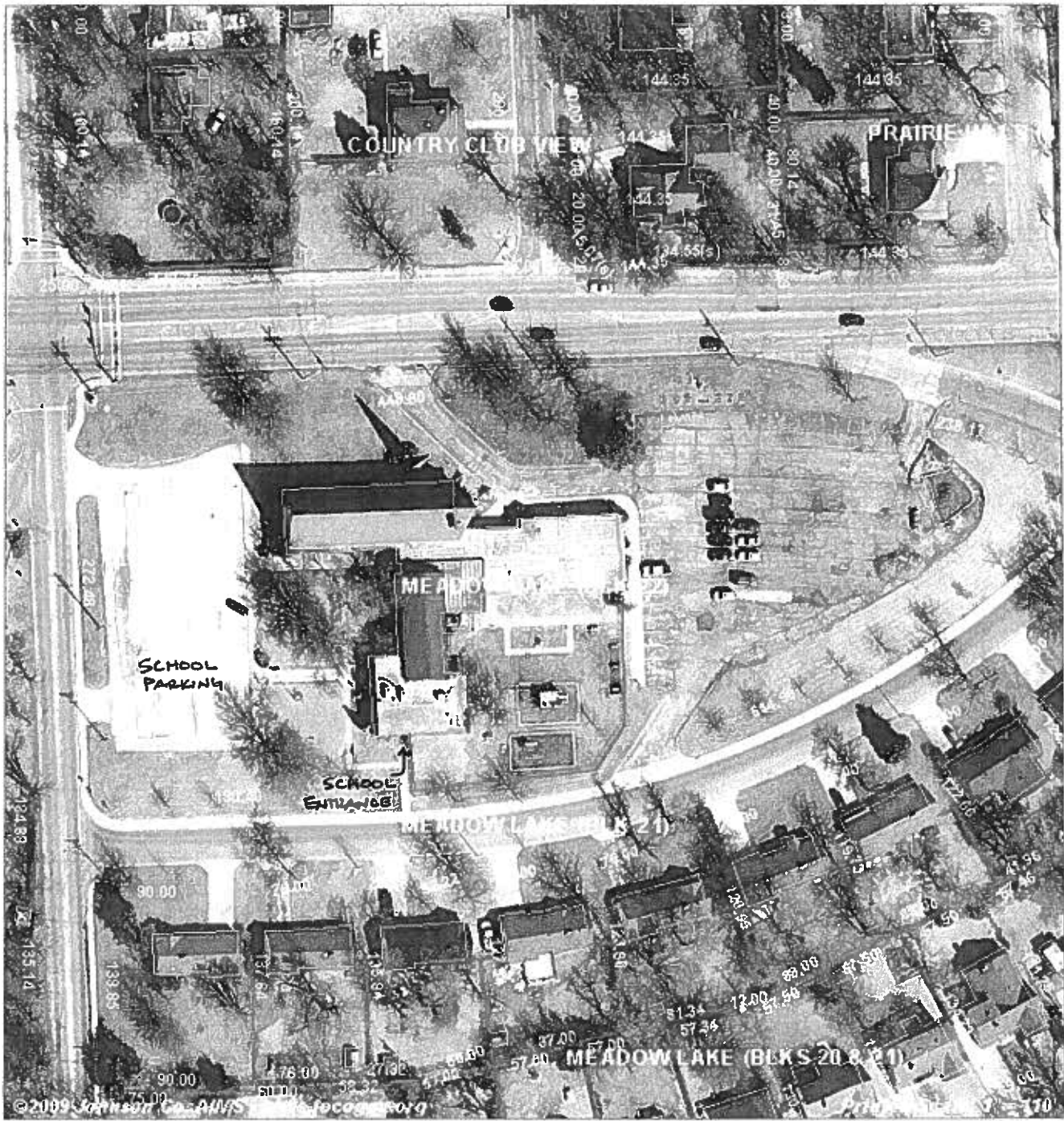
Monarch Montessori School's mission is to provide an authentic Montessori preschool in a beautifully prepared classroom, with highly-trained teachers who are passionate about the education of each individual child. A Montessori education is different from the traditional educational paradigm we are accustomed to. To learn more about why our school will be a unique alternative to traditional preschools, see the business plan we have included.

Special Use Permit Application Attachment

Monarch Montessori School, LLC

1. Monarch Montessori School, LLC finds that the intersection of 75th & Belinder is an excellent location for a community preschool. It is located in an area dense with families and young children. It would be conveniently located on a major through-street with easy access for parents and minimal if any effect on neighborhood traffic. We intend to offer our community an additional choice in preschool education for families in Prairie Village and the surrounding areas.
2. The facilities at Congregation Kol Ami are well designed. The parking is ample; the green space is well kept; the organic garden is an asset to the community; the classroom space is large, bright, airy and inviting; and the playground facilities are safe and well maintained. All of these elements contribute to a safe, healthy and beneficial environment in which children grow and learn. Monarch Montessori School's primary objective is to offer our community's families a peaceful, nurturing, safe and professionally operated school for their children. This location and its facilities meet that objective.
3. Monarch Montessori School would be generally compatible with the neighborhood because it would be located within the already existing structure of the Congregation Kol Ami facility. It would utilize the existing playground and parking lot. It would provide a school in close proximity to family homes. And it would operate a preschool within a place of worship, a practice which is common for most churches and temples in the community.
4. Monarch Montessori School will make no changes to the exterior structure of the Congregation Kol Ami building or its facilities, thus it will comply with all height and area regulations already in place.
5. All parking will be off-street and will take place in the Congregation Kol Ami parking lot. The school itself will employ 3 people so there would be a total of 3 vehicles in the parking lot during the day. The school will have a maximum of 24 students. Children are dropped off and picked up by their parents. Parents pull into the West parking lot right off the corner of 75th St and Belinder, walk their child into the school, and then depart. Afternoon traffic would be minimal in that approximately 30% of the students (~8 children) who participate in the half-day program, will be picked up at 11:30 AM. The remaining 60% (~14 children) will be picked up at 2:30 PM. At pick-up, again parents pull into the West parking lot, retrieve their child, and depart.
6. Adequate utility, drainage and facilities are currently in place within the Congregation Kol Ami facilities. No additional utilities, drainage functions or facilities will be necessary for the proper operation of Monarch Montessori School.

A product of Johnson County AIMS, 111 S Cherry, Ste 2000, Olathe, KS 66061 - 913.715.1600 - <http://aims.jocogov.org> - mapper@jocogov.org



Congregation Kol Ami

AIMS Map:
F22



Legend

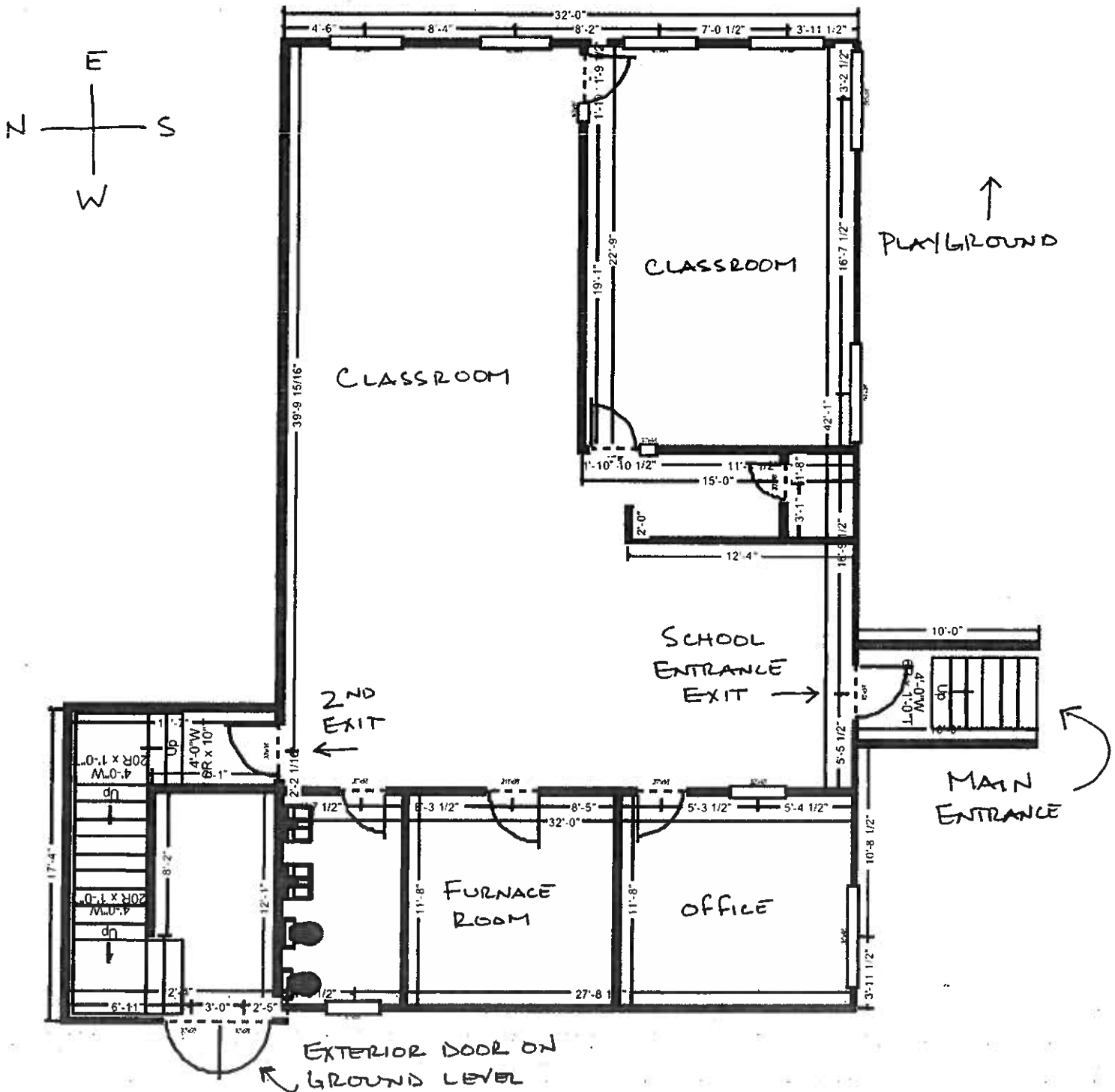
Structures: Building Courtyard / Fence/Retaining Wall

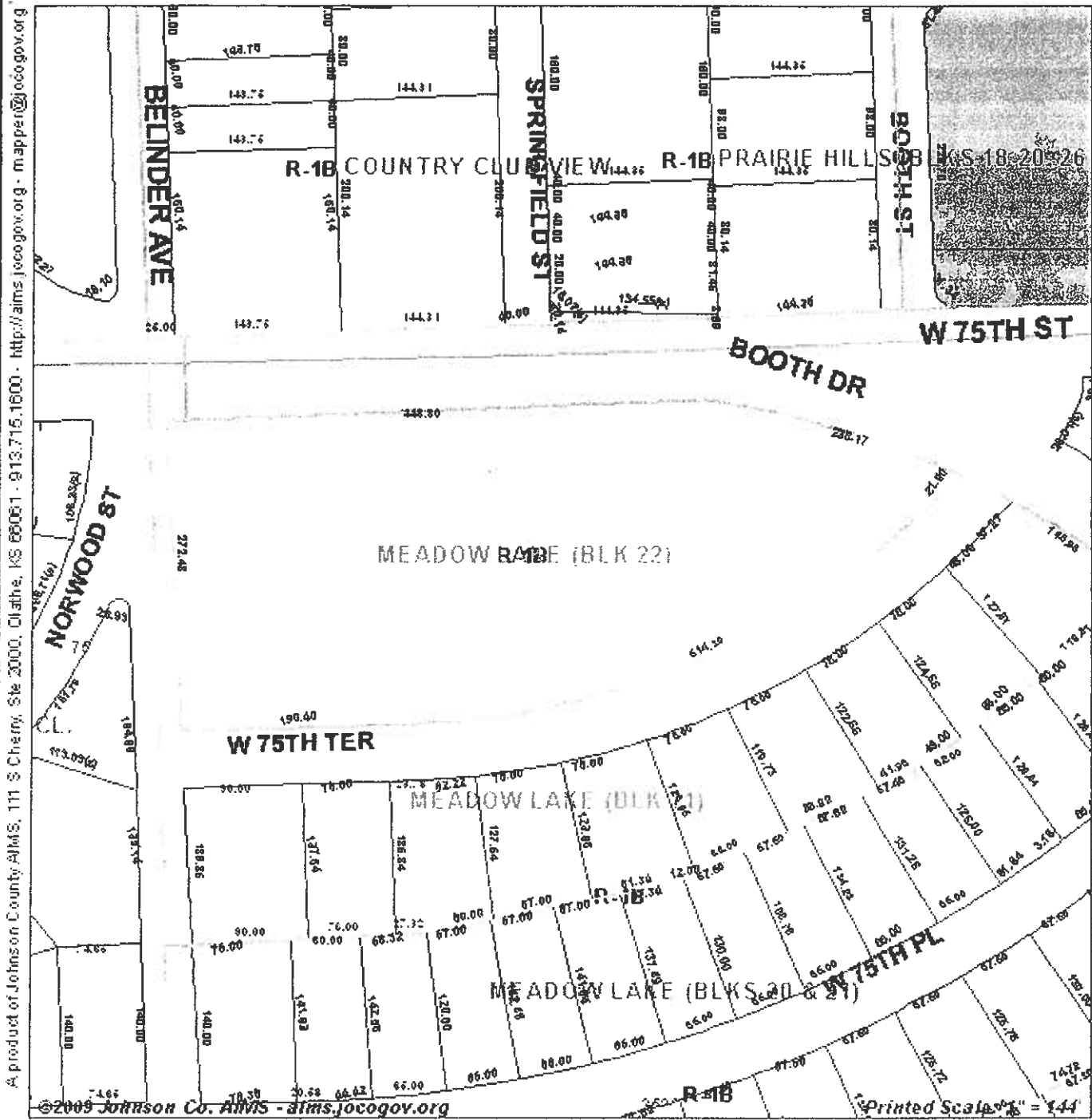


AIMS Scale accurate only when printed. MAP/DATA Disclaimer: It is understood that while the AIMS participating agencies and information suppliers have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, AIMS AND ITS SUPPLIER MAKE NO REPRESENTATIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA, OR SERVICE FURNISHED HEREIN. 11/3/2009

Monarch Montessori School Floor Plan within Congregation Kol Ami, 7501 Belinder

- ▶ This represents the garden level of the Southwest corner of the Kol Ami building. It is located below the Fellowship Hall and kitchen.
- ▶ There are 2 exits from within the classroom. The South Exit is a walk-out / walk-up exit to the ground level. The North exit is via an interior staircase; directly at the top of that staircase is an exit from the building to the West.
- ▶ There are 7 windows out to ground level.
- ▶ The South exit will be the main entrance and exit for Monarch Montessori School. In addition that door gives access to the playground.





AIMS Map

AIMS Map:
F22



Legend

Parcel Lines: Lot Line	Plat Perim.	Section Line	
Zoning: Single Family Res.	Multi-Family Res.	Business/Commercial	Agricultural
Zoning: Business-Office	Industrial	Multi-Use	Civic/Parks

B	C	D	E	F
G	H	J	K	L
M	N	P	R	S
T	U	V	W	X

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November 2, 2009

To Whom It May Concern:

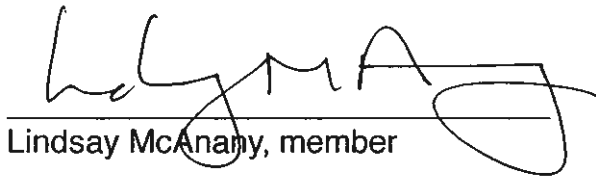
This is to advise you that Monarch Montessori School, LLC and Congregation Kol Ami are currently in negotiations to finalize a lease whereby Monarch Montessori School, LLC will lease space from Congregation Kol Ami to operate a Montessori preschool.

Congregation Kol Ami, a not-for-profit corporation

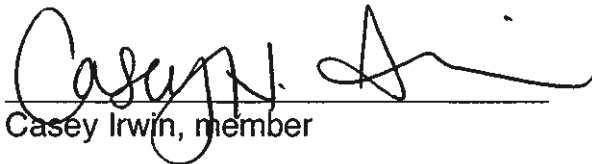


Its Authorized Representative
Constance Bernstein
President, Board of Trustees

Monarch Montessori School, LLC



Lindsay McAnany, member



Casey Irwin, member



BWR | Right in the Center

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Ron Williamson, BWR, Planning Consultant
SUBJECT: PC 2009-19: Request for Approval of a Special Use Permit for Monarch Montessori Preschool at Congregation Kol Ami Located at 7501 Belinder Avenue
DATE: December 8, 2009 **BWR Project # 2009-0024.01.0002**

COMMENTS:

Monarch Montessori Preschool is requesting approval of a Special Use Permit to establish a preschool at the Congregation Kol Ami Synagogue. The proposed Montessori Preschool will offer education for children from age 3 to 6. The hours of operation will be from 8:30 a.m. to 2:30 p.m. Monday through Friday from late August until late May. A summer program will be offered in June and July three mornings per week from 9:00 a.m to 12:00 p.m. The maximum number of students proposed is 24. Initially, there will be three employees: an administrator, a teacher and assistant teacher. This will be expanded to five when the number of students increases.

The applicant proposes to locate the preschool in the garden level of the Synagogue which has access from the south. Parking will be provided in the west parking lot for drop off and pickup. Since these are younger children, parents will likely need to accompany them to the door and pick them up there also. This means that cars will be parked for several minutes during drop off and pickup times. There probably will be an inclination to park on 75th Terrace for drop off and pickup but this should be discouraged because it will cause congestion for the residents on the south side of the street. It may be necessary to use 75th Terrace on holy days but there should be no other exceptions. It also should be pointed out that 75th Terrace connects to Booth and serves as a minor collector for this area between the Hy-Vee Center and Belinder Avenue.

There are ADA access issues that will need to be resolved. The walk from the west parking lot has a set of stairs and there are also a set of stairs at the entrance. In addition there are building code and fire safety code issues that will need to be addressed, but they are details that will be resolved by staff working with the applicant.

BUCHER, WILLIS & RATLIFF CORPORATION

903 East 104th Street | Suite 900 | Kansas City, Missouri 64131-3451 | P 816.363.2696 | F 816.363.0027 |
www.bwrcorp.com

engineering | planning | architecture

L:\CD\PLAN_COM\STAFF REPORTS\2009 Staff Reports\2009-19 (2) Montessori School.doc

A Special Use Permit was approved for a childcare program at the Synagogue in 2005 and it was renewed in 2008 for five years. The childcare center was approved for a maximum of ten children and it is accessed from the east parking lot and on an upper floor. There is no connection between the two uses.

The applicant held a meeting on November 19, 2009 in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting.

FACTORS FOR CONSIDERATION:

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

1. **The proposed special use complies with all applicable provisions of these regulations including intensity of use regulations, yard regulations and use limitations.**
The proposed special use for the Montessori Preschool will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.
2. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**
The site and building are adequate in area to accommodate the proposed use without affecting other uses in the Synagogue. By requiring drop off and pickup in the west parking lot, there should be no inconvenience for the residents on the south side of 75th Terrace.
3. **The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**
The proposed Montessori Preschool will be with the existing building and the modifications will be on the interior, except for minor ADA accessibility improvements that may be necessary around the building entrance(s). The proposed use is not of a size or type that would cause substantial injury to the value of property in the neighborhood.
4. **The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this special use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the Special Use Permit will so dominate the immediate neighborhood, consideration shall be given to: a) the location size and nature of the height of the building, structures, walls and fences on the site; and b) the nature and extent of landscaping and screening on the site.**

The proposed child Montessori Preschool will accommodate a small group of children, a maximum of 24, and will use the Synagogue facility during normal working hours. This use will not have a dominating effect in the neighborhood because it is for a small number of children and it will be located within an existing building. No expansion is proposed.

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

The proposed Montessori Preschool will use the existing off street parking on the west side that is provided by the Synagogue. The operation of the Montessori Preschool will not be at the same time as other events at the Synagogue, except for possible conflicts that may occur on holy days.

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

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

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place.

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

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

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

The proposed special use will not require any changes in the exterior architecture or style of the existing building.

RECOMMENDATION:

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

1. That the Montessori Preschool be approved for a maximum of 24 children between the ages of 3 and 6.
2. That the Montessori Preschool be permitted to operate year round from 8:00 am to 5:00 pm subject to the requirements of the State of Kansas.

3. That drop off and pickup of students occur in the west parking lot and not on 75th Terrace, except if needed on holy days.
4. That the Preschool meet all requirements of the building and fire codes.
5. That the site comply with ADA requirements.
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of three years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

Site Plan Approval

The applicant has also submitted a Site Pan for approval by the Planning Commission. Since the proposed use is within an existing building a detailed Site Plan was not required. In its consideration of the Site Plan, the Planning Commission shall address the following criteria:

- A. **The site is capable of accommodating the buildings, parking areas, and drives with the appropriate open space and landscape.**
The proposed Montessori Preschool will be within an existing structure and parking and access will be accommodated within the existing west parking lot.
- B. **Utilities are available with adequate capacity to serve the proposed development.**
This site is currently served by utilities and they should be adequate to serve the proposed use.
- C. **The plan provides for adequate management of stormwater runoff.**
No changes in the existing site are proposed and therefore stormwater runoff will not be affected.
- D. **The plan provides for safe ingress/egress and internal traffic circulation.**
The existing parking area on the west side will provide adequate ingress/egress for the proposed use.
- E. **The plan is consistent with good land planning and site engineering design principles.**
The existing sidewalks from the west parking lot entrance to the facility have stairs which will need to be addressed to meet ADA requirements. No other changes are proposed to the site. When the childcare Special Use Permit renewal was approved in 2008, repairing the east parking lot was a condition of approval and this has not been fully accomplished. Cleaning up and screening the compost area was also a condition of approval and it has not been completed.

- F. **An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.**
It is not proposed to change the external appearance of the building.
- G. **The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.**
One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment and providing multiple uses in existing buildings.

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission approve the Site Plan, subject to the following conditions.

1. That the property owner shall submit a plan to the Staff within 60 days setting out a schedule for completing repair and maintenance of the east parking lot.
2. That the property owner shall continue to meet with the City Staff and prepare and implement a plan within 90 days to cleanup and screen the compost area so that it is not unsightly to the adjacent neighborhood.
3. That the applicant work with Staff to address ADA requirements regarding access to the Preschool.
4. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
5. That the applicant meet all requirements of the building and fire codes.

ORDINANCE 2224

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF A PRIVATE PRESCHOOL BY MONARCH MONTESSORI AT 7501 BELINDER AVENUE, PRAIRIE VILLAGE, KANSAS

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

Section I. Planning Commission Recommendation. At its regular meeting on December 8, 2009, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve a Special Use Permit for the operation of a private preschool by Monarch Montessori at 7501 Belinder Avenue subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of 24 children between the ages of 3 and 6.
2. That the Montessori Preschool be permitted to operate year round from 8:00 am to 5:00 pm subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75th Terrace, except if needed on holy days.
4. That the Preschool meet all requirements of the building and fire codes.
5. That the site complies with ADA requirements.
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of three years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

Section II. Findings of the Governing Body. At its meeting on December 21, 2009, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of December 8, 2009, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2009-19.

Section III. Granting of the Special Use Permit. Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for Monarch Montessori Preschool to operate a private preschool at 7501 Belinder Avenue, Prairie Village, Kansas subject to the seven specific conditions listed above.

Section IV. Take Effect. That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 21th DAY OF December, 2009.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

**PLANNING COMMISSION MINUTES
DECEMBER 8, 2009**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 8, 2009 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:30 p.m. with the following members present: Bob Lindeblad, Dirk Schafer; Nancy Wallerstein, Randy Kronblad, Nancy Vennard and Marlene Nagel.

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

APPROVAL OF MINUTES

The following corrections were made to the November 3rd minutes: Remove "The" in second to last paragraph on the first page; on page 4 the first reference to Nancy Vennard should be "Nancy Wallerstein" and the second to last sentence was changed to read "Mr. Banks responded the 800 square foot pool would catch up to six inches of rain." Nancy Wallerstein moved the approval of the minutes of November 3, 2009 with the corrections noted. The motion was seconded by Marlene Nagel and passed unanimously.

PUBLIC HEARINGS

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

**PC2009-19 Request for Special Use Permit for Private School
7501 Belinder Drive**

Lindsay McAnany and Casey Irwin, Kansas City, Missouri presented the application for a pre-school within the Congregation Kol Ami's facility on behalf of Monarch Montessori School, LLC.

Lindsay McAnany stated the school will be located in the garden level of the Kol Ami building on the southwest corner of 75th Street and Belinder. It will have its own, south-facing outside entrance with sidewalk access from the west parking lot. The school will comprise approximately 1,596 square feet with 1,294 square feet of classroom space. Monarch Montessori School plans to have 24 students ranging in age from 3 to 6. The hours of operation will be 8:30 a.m. to 2:30 p.m. Monday through Friday from late August until late May for a 175 day school year. In addition, a summer program will be offered in June and July, three mornings per week from 9 a.m. to noon.

The school will employ two teachers and one administrator. The children are delivered to the classroom by parents. Traffic will be minimal in that approximately 30% of the students will be participating in the half-day program ending at 11:30 a.m. with the remaining children picked up at 2:30 p.m.

Ken Vaughn confirmed the applicant had received the staff report and accepted the recommended conditions of approval. Ms. McAnany responded the school is in the process of attaining Fire Marshal approval and has applied for licensing with the Kansas Department of Health & Education. They are also working with the City's Codes Department on building issues.

With no one present to speak on this application, Chairman Ken Vaughn closed the public hearing at 7:05 p.m.

Ron Williamson noted the Commission needs to act on both the request for a special use permit for the private school, which will be forwarded to the City Council and on the site plan. He noted the initial special use permit is being recommended for a period of three years. The number of students is limited by state regulations as well as fire department regulations. As they indicated they are working with the appropriate parties on these issues.

Mr. Williamson did note that it may be necessary to park on 75th Terrace on holy days, but these should be the only times. The neighborhood meeting was held in accordance with the Planning Commission Citizen Participation Policy on November 19, 2009 with no residents attending.

The Planning Commission reviewed the following findings of fact:

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

The proposed special use for the Montessori Preschool will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.

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

The site and building are adequate in area to accommodate the proposed use without affecting other uses in the Synagogue. By requiring drop off and pickup in the west parking lot, there should be no inconvenience for the residents on the south side of 75th Terrace.

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

The proposed Montessori Preschool will be with the existing building and the modifications will be on the interior, except for minor ADA accessibility improvements that may be necessary around the building entrance(s). The proposed use is not of a

size or type that would cause substantial injury to the value of property in the neighborhood.

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

The proposed child Montessori Preschool will accommodate a small group of children, a maximum of 24, and will use the Synagogue facility during normal working hours. This use will not have a dominating effect in the neighborhood because it is for a small number of children and it will be located within an existing building. No expansion is proposed.

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

The proposed Montessori Preschool will use the existing off street parking on the west side that is provided by the Synagogue. The operation of the Montessori Preschool will not be at the same time as other events at the Synagogue, except for possible conflicts that may occur on holy days.

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

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

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

Adequate entrance and exit drives currently exist at the facility and this proposed special use will utilize the existing infrastructure that is already in place.

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

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

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

The proposed special use will not require any changes in the exterior architecture or style of the existing building.

Nancy Vennard moved the Planning Commission find favorably on the factors and recommend the Governing Body approve a Special Use Permit for a Montessori Preschool at 7501 Belinder Drive subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of 24 children between the ages of 3 and 6.
2. That the Montessori Preschool be permitted to operate year round from 8:00 am to 5:00 pm subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75th Terrace, except if needed on holy days.
4. That the Preschool meet all requirements of the building and fire codes.
5. That the site complies with ADA requirements.
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of three years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

The motion was seconded by Marlene Nagel and passed unanimously.

Site Plan Approval

Marlene Nagel clarified that since the use was in an existing facility and no exterior modifications were being made the applicant was not required to submit a detailed site plan.

Marlene Nagel asked why staff is recommending a condition for repair and maintenance of the east parking lot when the school will be using the west parking lot and is not the property owner. Mr. Williamson stated the special use permit runs with the land and the condition of the east parking log is a concern of staff. He noted City staff is working with the property owner on this issue and the City wants to ensure the issue is addressed.

Dirk Schafer confirmed the repair does not have to be completed within 60 days but only a schedule and plan for the repair and maintenance.

The Planning Commission made the following review of the site plan criteria:

A. The site is capable of accommodating the buildings, parking areas, and drives with the appropriate open space and landscape.

The proposed Montessori Preschool will be within an existing structure and parking and access will be accommodated within the existing west parking lot.

B. Utilities are available with adequate capacity to serve the proposed development.

This site is currently served by utilities and they should be adequate to serve the proposed use.

C. The plan provides for adequate management of stormwater runoff.

No changes in the existing site are proposed and therefore stormwater runoff will not be affected.

D. The plan provides for safe ingress/egress and internal traffic circulation.

The existing parking area on the west side will provide adequate ingress/egress for the proposed use.

E. The plan is consistent with good land planning and site engineering design principles.

The existing sidewalks from the west parking lot entrance to the facility have stairs which will need to be addressed to meet ADA requirements. No other changes are proposed to the site. When the childcare Special Use Permit renewal was approved in 2008, repairing the east parking lot was a condition of approval and this has not been fully accomplished. Cleaning up and screening the compost area was also a condition of approval and it has not been completed.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.

It is not proposed to change the external appearance of the building.

G. The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment and providing multiple uses in existing buildings.

Marlene Nagel moved the Planning Commission approve PC2009-112 for the site plan approval at 7501 Belinder Drive subject to the following conditions:

1. That the property owner shall submit a plan to the Staff within 60 days setting out a schedule for completing repair and maintenance of the east parking lot.
2. That the property owner shall continue to meet with the City Staff and prepare and implement a plan within 90 days to cleanup and screen the compost area so that it is not unsightly to the adjacent neighborhood.
3. That the applicant work with Staff to address ADA requirements regarding access to the Preschool.
4. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
5. That the applicant meet all requirements of the building and fire codes.

The motion was seconded by Dirk Schafer and passed unanimously.



COMMUNICATIONS COMMITTEE

Council Meeting Date: December 21, 2009

COMMITTEE REPORT: CONSIDER APPROVAL OF THE SELECTION OF MMG WORLDWIDE AS THE CITY'S WEBSITE DESIGNER AND PROVIDER

RECOMMENDATION

Communications Committee recommends the City Council approve MMG Worldwide as the City's website designer and provider.

BACKGROUND

An RFQ for Website Design Services was mailed to 50+ firms on October 14, 2009. 12 responses were received:

1. Artemis Solutions Group
2. BKV, Inc
3. Bold Internet Solutions
4. Burn Advertising, LLC
5. Civic Plus
6. EBeacon
7. eGov Strategies
8. MMG Worldwide
9. Muller Bressler Brown
10. Nexthing
11. Spidertel
12. Vision Internet Providers

The Staff IT Committee interviewed 6 firms with the help of a technical expert from Trabon Solutions:

1. Artemis Solutions Group
2. Civic Plus
3. MMG Worldwide
4. Muller Bressler Brown
5. Spidertel
6. Vision Internet Providers

The Staff IT Committee recommended MMG Worldwide and Vision Internet as finalists for the Communications Committee to interview.

The Communications Committee interviewed both vendors on December 15, 2009. The committee unanimously recommends MMG Worldwide as the City's website provider.

The contract for the Discovery and Design phase (Phase I) will be brought to the January 4th Council Meeting for approval. The build/development phase will be scoped and defined as part of Phase I.

FUNDING SOURCE

Website Budget - \$60,000

General Fund - \$10,000

Economic Development Fund - \$40,000

Equipment Reserve Fund - \$10,000

The approval of MMG as the provider does not commit funds. Funding will be committed as part of Phase I and Phase II services agreement.

ATTACHMENTS

1. MMG Worldwide Proposal
2. Communications Committee Minutes

PREPARED BY

Jeanne Koontz, Deputy City Clerk

Date: December 17, 2009



The City of Prairie Village
RFQ: Web Design Services

November 4, 2009

Jeff Huggins
MMG Worldwide
4601 Madison Avenue
Kansas City, Missouri 64112
816 300 5126
jhuggins@mmgworldwide.com

Letter of Interest

November 3, 2009

Ms. Jeanne Koontz
Deputy City Clerk
The City of Prairie Village
7700 Mission Road
Prairie Village, Kansas 66208

Dear Ms. Koontz,

Thank you for the opportunity to prepare our credentials and ideas for your new website project. Based on our background with DMOs and travel brands around the world, we believe we are well-qualified to handle this project, and I am hopeful that the enclosed demonstrates this to you and your team.

You will find enclosed our response to your RFP. If you have any questions or if we may provide you any additional information, please don't hesitate to contact me.

Best regards,



Jeff Huggins
Vice President, Interactive

Vendor Qualifications

We all want to go places. But not everyone knows how to get there. MMG Worldwide has been guiding destinations and companies on that journey since 1981. That's when Don Montague decided that his marketing firm would specialize in the one thing he was most passionate about – travel. Today, MMG has become one of the world's largest and most recognized communications firms serving the needs of hotels and resorts, airlines, tourism destinations, casinos and cruise lines. Through the coming together of top industry minds that share Don's passion, we've found that when you love the one thing you do and you do it well, the results can be amazing. From individual resorts in destinations such as New York and The Bahamas to worldwide brands such as Starwood Hotels in Asia. From the Colorado Tourism Office to Japan's National Tourism Organization, and from The Negro Leagues Baseball Hall of Fame to Mandalay Bay Las Vegas, MMG's three decades of dynamic experience has allowed us to learn best practices from the very strongest industry companies.

Years in Business:	MMG was established in September 1981
% of current business that is devoted to website design:	30%
Number of employees, full-time and part-time; breakdown of graphic designers and programmers and years of experience:	145 full-time employees. 29 full-time employees in website development 9 full-time employees in website design 15 full-time employees in web strategy 8 full-time employees in HTML
% of business in developing government websites:	10%

Online Marketing and Interactive Services

Combined with creative thinking, insightful strategy and cutting edge technology, MMG Worldwide provides integrated marketing solutions that build clients' businesses and brands, not just pretty home pages. We understand what makes your business unique, and will help the online community understand and engage these brand differences.

From initial Web-design to entire Customer Relationship Management (CRM) platforms to integrated interactive media campaigns and Search Engine Marketing (SEM) to distribution and reservations integration, MMG is leading the industry in innovative revenue generation.

MMG Worldwide has expanded the traditional CRM footprint to encompass online areas that include research planning and forecasting, database modeling and management, customer profiling, content management, collaborative design and online marketing, partner relationship management and e-commerce. Our vision is a total, tightly integrated solution for building customer loyalty and increasing revenues and profitability through revenue conversion. Allowing clients to communicate their brand with the consumer, as well as build relationships with internal audiences and constituent partners are critical benefits of MMG's work.



Website Design

The art of marketing online starts and stops with a Web design that both engages customers, as well as converts them to act. Over years of studying and developing worldwide travel and economic development sites, MMG teams have invested a great deal of time in understanding the importance of this art. From copy and graphic incorporation that supports the brand promise to navigation that allows customers to easily index and act upon product information, our Web development techniques center around building ongoing relationships with your online consumers.

Digital and Emerging Media

A building of a comprehensive digital marketing program is crucial to the success of any web strategy. MMG creates integrated programs to include online media, e-mail, rich media management, affiliate marketing and emerging media. MMG creates efficient digital programs that are results focused, from rich media promotions to partnerships with social networks, and we utilize a variety of elements to reach the targeted consumer in the digital environment including, rich media ads, consumer-generated content, mobile messaging, e-mail and CRM, viracasts, podcasts and integrated content and partnerships. Our proprietary tracking and measurement system enables MMG to view results in real-time manner and optimize programs to meet or exceed the initial projected results.

Development Environment

Preferred Technologies and Platforms

We build our sites using the Microsoft .Net platform (2.0 and 3.5) and adhere to a n-tier application design model. This design model allows the separation of data/services logic, business logic, and user interface logic. Many of our applications interface with local and remote data and services, and the n-tier design model allows us to integrate any data or services communication, allowing the business layer to be agnostic of both the physical structure and source of the application data. The business layer controls functionality related to any functional and business requirements. And the interface layer controls how those requirements are translated into user and machine interaction (search engines, widgets, desktop applications, etc). To allow for multiple end-user consumers of the application and to speed deployment of visual design changes we separate content delivery from layout through the use of Cascading Style Sheets (CSS).

All of our sites are hosted using Windows 2003 and our databases are SQL2005. The n-tier architecture, while requiring more up-front design time, allows our applications to scale more easily, as well as retain better security. Scaling can be achieved by improving or replicating hardware for any given layer. For example, through fragment caching we can add web servers to respond to increasing load while retaining a smaller number of application servers. Security can be improved by separating the layers into two or more physical server layers while placing port and application blocks to only allow approved traffic to transition between layers.

Content Management System

MMG is an authorized developer and reseller for a robust and scalable CMS system that has all of the features you would expect in a high-end CMS solution. We have used the system to manage hundreds of different types of websites, from simple to very complex. The system can be adapted to integrate data from legacy systems and can even manage Flash driven sites. The following is a more detailed explanation of the benefits of the CMS. Content management systems enhance an organization's ability to create, organize, control and manage Web content. These systems make it easier for non-technical staff to add content to websites. Organizations benefit by enabling the creators of Web content to also become the publishers and managers of this content. The result is streamlined operations as:

- Business users maintain the website without the aid of Web/IT professionals
- IT bottlenecks are eliminated as workflow/process are applied to managing websites
- Ability to control access to content: only authorized users can view, update and add content
- Control consistent design and navigation schemes
- Eliminate inaccurate / outdated / redundant / unauthorized content
- Search engine friendly content
- Web managers can "roll back" a page to a previous version -- perhaps for legal or regulatory reasons
- Manage media assets and files
- International language support
- Syndication to other websites

Users with editing permissions then "submit" the content for approval when their changes are complete. During the approval process, approvers are notified by e-mail, and also from within their personal work area, that content is awaiting their approval. At that point, the approver can approve or decline the content.

The goal of the CMS is to provide you with one single application that gives you the tools and features necessary to create, deploy, and manage your website. Not just managing your content, but functionality like the latest news, site navigation, bread crumbs, multi-lingual support, PDF generation, and document management.

Most important design issues to consider

Our approach to website design is to create a site that is visually appealing, user friendly and functional. We will work with your team to create a design that best fits Prairie Village's identity and brand standards paying close attention to usability and future site enhancements. Once we fine tune the home page, we will develop interior templates that complement the home page.

The home page of the site needs to quickly grab the attention of the user and encourage them to dig deeper. We would create a Flash element using several images from the Prairie Village area. We would also draw attention to the main calls-to-action of requesting information and signing up for news and information via e-mail. A promotional area on the home page would allow for special events and promotions to be randomly displayed allowing as many items as you like without taking up valuable real estate on the page.

Process used to determine design needs

Interactive is just one discipline within the greater marketing entity that is MMG Worldwide. Because of these additional resources and experience we can offer a comprehensive and strategic approach to maximize your sites' effectiveness. We title our strategic approach - "The Journey™".

The Journey™

MMG Worldwide integrates all facets of marketing communications to provide seamless service to our clients. This approach enables our clients to obtain the highest return for their marketing budgets while extending their overall brand across all markets and communications channels.

Our approach to website development utilizes an in depth planning and implementation process called The Journey™. This process allows MMG to deliver a site that meets your needs, is tied to measurable outcomes, and is scalable over time.

The Journey™ process starts with a complete understanding of your business goals, and the relationship they have to your website purpose. Internal and external audits are initiated to determine key input such as: current site performance; current site design, navigation and functionality; web activity and traffic trends; as well as a complete understanding of how competitive sites measure on similar factors. All of this is looked at from the perspective of your various target audiences (consumers, travel agents, meeting planners, etc.), their specific functional needs and any existing relationship they have with your brand.

MMG will work with you to establish a site plan or scope document that fully outlines all front-end and back-end details of a new site. This will include site organization, content, navigation, functionality and aesthetics. It also includes platform appropriate e-commerce interfaces, application business rules and content management systems.

Ideally, MMG would also be involved with marketing of the site -- whether through search engine optimization, link strategies, online advertising, web-based retention efforts, or integration with offline marketing and advertising.

Involvement with these aspects of an overall marketing effort only serves to create the best possible results from your website.

MMG's approach to development architecture insures seamless integration between a site's presentation layer and the relevant business rules. At key points in the development process, MMG will present assets for review. At the end of initial development, MMG will initiate testing procedures and a thorough quality assurance process to insure the site meets all of our specifications.

Once a new site is launched, measurement, reporting and ongoing monitoring of site performance is the final, but critical portion of The Journey™. These steps need to be within the framework of other marketing or communications activities.

Current and Past Travel Industry Partnerships

Airline

Braathen SAFE Airways (Norway)
Kansas City Aviation Department
Midwest Airlines
Southwest Airlines
US Airways

Cruise

Clipper Cruises/INTRAV
Holland America Line
Regent Seven Seas Cruises
Silversea Cruises

Destination Marketing

18th & Vine Historic Jazz Museum
Amelia Island Convention & Visitors Bureau
Barbados Tourism Authority
City of Las Vegas - Fremont Street
Colorado Tourism Office
Delaware North Companies
Long Beach Convention & Visitors Bureau
Martha's Vineyard - Winthrop Resorts
Missouri Division of Tourism
Mystic Country Tourism
Namibia Tourism
The Netherlands Board of Tourism and Conventions
Pocono Mountains Visitors Bureau
San Francisco Convention & Visitors Bureau
Venezuela Tourism
Walla Walla, Washington Tourism

Entertainment

AMC Theatre Company
Coach USA
Comcast Communications
House of Blues
International Speedway Corporation (NASCAR)
The Kansas City Zoological Park
Troon Golf
Universal Studios
The Walt Disney Company
Wold Golf Village Resort

Gaming

Aladdin Gaming
Argosy Gaming
Boyd Gaming Corporation
Caesar's Palace, Atlantic City
Foxwoods Resort Casino
MGM Grand at Foxwoods
MGM Mirage, Inc.
Penn National Gaming
Pinnacle Entertainment
Station Casinos

Resorts

Bishop's Lodge, New Mexico
Carefree Resort, Arizona
Chateau on the Lake, Missouri
Hotel 71, Illinois
Hyatt Resorts, Puerto Rico
L'Auberge de Sedona, Arizona
Lansdowne Resort, Virginia
Radisson Hotel, Aruba
Sheraton Wild Horse Pass, Arizona
Stonewall Resort, Virginia
Sugarbush Ski Resort, Vermont
Turtle Bay Resort, Hawaii
Westin Hotels in Arizona, The Bahamas, California, Illinois, Massachusetts, Texas

Lodging Companies

American Hotel & Lodging Association (AH&LA)
Benchmark Hospitality
Carlson Companies
Choice Hotels International
Cornell University, School of Hotel Administration
Embassy Suites Hotels
Fairmont Hotels & Resorts
Hampton Inn Hotels
Homewood Suites by Hilton
Hospitality Sales & Marketing Association International (HSMAI)
Hyatt Hotels & Resorts
InterContinental Hotels Group for InterContinental, Holiday Inn, Crowne Plaza
Interstate Hotels & Resorts
KSL Resorts
Le Meridien Hotels & Resorts

Loews Hotels & Resorts
Millennium Hotels & Resorts
One&Only Resorts
Radisson Hotels & Resorts Worldwide
Starwood Hotels & Resorts Worldwide for Westin, Sheraton, Four Points

Lifestyle Brands

Anheuser-Busch, Inc.
Coca-Cola, Inc.
HBO
Kendall-Jackson Wineries
MasterCard Worldwide
Sprint
Travel Guard International
Visa, USA

Real Estate and Condo Hotel Development

Centex Destination Properties
Ginn Companies
Intrawest Corporation
The Kor Group
Las Montanas by Remington
Private Quarters
Vail Resorts

Rental Car and Train

Auto Europe/Kemwel Auto Group
Budget Rental Car
The Hertz Corporation
Royal Canadian Pacific Rail

Restaurant

Au Bon Pain
Burger King
Houlihan's Restaurant Group
Long John Silvers
Pizzeria Uno Chicago Bar & Grill
PJ McKenzie's Restaurants

COMMUNICATIONS COMMITTEE
October 13, 2009
MINUTES

The Communications Committee met at 5:30 pm in the Multi-Purpose Room. Members present: Chairman Michael Kelly, John Wilinski, Nici Flinn, Heather Schrotberger, Christine Adams, Dirk Wright, and Michael Arrandale-Arnold. Also present: Quinn Bennion, Dennis Enslinger and Jeanne Koontz.

Approve Minutes

John Wilinski moved approval of the October 13, 2009 Minutes. Dirk Wright seconded the motion which passed unanimously.

Background of Website Interview Process

Michael Kelly gave an overview of the website process. The RFQ was sent out 8 weeks ago and 12 responses were received. Ron Kane, Director of Business Solutions at Trabon Solutions, helped with the staff committee interviews. The staff committee narrowed down to two finalists.

Quinn Bennion said there was a good response to the RFQ. There were basically two groups of respondents: government focused and marketing and strategy focused with limited government experience. The staff committee narrowed to two finalists (MMG Worldwide and Vision Internet), one from each group. There are three options: MMG Worldwide, Vision Internet or a combination of both. The staff committee focused on budget and maintenance of the site when considering vendors.

Michael Kelly gave some history on the process. The committee went through a similar process 1 ½ years ago and interviewed five companies. The committee selected Digital Evolution Group but could not come to terms with the budget. Quinn Bennion said the process this time is a phased approach with the first phase for concept and design of the website.

MMG Worldwide Interview

Lucas Cobb, Jim McLaughlin, Don Montague and Stewart Colovin from MMG Worldwide made a presentation to the committee.

Michael Kelly noted their focus and experience is with branding and marketing. He asked if the Content Management System (CMS) they choose would have all the tools the City would need. Stewart Colovin said the CMS will not limit the creative ability.

Quinn Bennion expressed concern with MMG creating a website within the City's budget. Don Montague said he is aware of the budget and feels comfortable with the amount. He stated that this is more than a project for him and is part of a bigger business plan. Michael Arrandale-Arnold clarified that their bigger business plan is to use the City's website as a jumping off point for other municipal websites. Michael Kelly asked if MMG could show examples of the different CMS options. Don Montague said they could show it once it is selected or show other examples now. Michael Kelly asked about their branding process. Don Montague said they identify the key stakeholders and ask for their input. They can also conduct online surveys. Michael Kelly asked if they can integrate with other software solutions for online services. Jim McLaughlin said the CMS will not limit this ability. The integration depends on the capabilities of the third party software. Dennis Enslinger asked about the licensing model for the CMS. Lucas Cobb said there are different models for different products such as concurrent users or unlimited users. The cost differentiation depends on the platform. Michael Kelly asked what they like

about Prairie Village. Don Montague said it is a great bedroom community with great schools and everything you need.

Vision Internet Interview

Ashley Fruechting with Vision Internet made a presentation to the committee.

Nici Flinn asked if Vision places more emphasis on the content or the creative and are they strictly a website company. Ashley Fruechting said they are strictly a website company that tries to strike a balance between content and creative. Nici Flinn asked how much they rely on staff for information and how much they recommend. Ashley Fruechting said they look at current website statistics and make recommendations. Michael Kelly asked if the Project Manager would visit Prairie Village. Ashley Fruechting said they may visit for one day. Nici Flinn asked if the creative staff visits with the City. Ashley Fruechting said it is not common. The designers can usually work off the data provided by the Project Manager. Nici Flinn asked if they make ongoing enhancements and upgrades to their product. Ashley Fruechting said they have a service maintenance plan that can be used for upgrades. Michael Kelly asked Ashley her general impressions of Prairie Village. Ashley said Prairie Village is an affluent community with a small-town, neighborhood feel.

Discussion

Michael Kelly asked committee members for general impressions. Dirk Wright said MMG is creative and Vision has experience. He would choose MMG. Nici Flinn said Vision is the safe bet, process driven and will require more staff resources; MMG is more dynamic. Christine Adams said MMG is creative and Vision will not be able to capture Prairie Village in one day. Michael Arrandale-Arnold said Vision is more aesthetically pleasing and they have the expertise; MMG Worldwide would give a better vision and be more dynamic. Heather Schrotberger said Vision has a more defined process but undefined team; MMG has broader scope for the project. John Wilinski said Vision's CMS is very good but MMG is local and has a good focus on branding.

Quinn Bennion said the staff liked Vision's CMS and MMG's branding and design. The staff committee recommended a combination of both. MMG for the define and strategy portion and Vision for the CMS.

Quinn Bennion said after the second round of interviews with MMG, he is more comfortable with what they can provide for the budget. He suggested engaging MMG for website design services and determine through that process whether to move forward with them for the development of the website. Michael Kelly said he would like to select MMG for the whole project. He said it is a huge opportunity. Nici Flinn said MMG is a golden opportunity that should not be passed up.

Michael Kelly moved to recommend MMG Worldwide as the City's website provider to the City Council. Christine Adams seconded the motion which passed unanimously.

The meeting adjourned at 8:00 pm.

Michael Kelly
Chairman



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 21, 2009

NEW BUSINESS: CONSIDER APPROVAL OF A TRANSFER OF \$10,000 FROM THE 2009 GENERAL FUND AND \$40,000 FROM THE ECONOMIC DEVELOPMENT FUND TO THE EQUIPMENT RESERVE FUND FOR THE DEVELOPMENT OF THE WEBSITE IN 2010

RECOMMENDATION

Staff recommends the City Council approve a transfer of \$10,000 from the 2009 General Fund and \$40,000 from the Economic Development Fund to the Equipment Reserve Fund for the development of the website in 2010.

BACKGROUND

Currently funds are budgeted for website development in three places: \$10,000 in the General Fund, \$40,000 in the Economic Development Fund and \$10,000 in the Equipment Reserve Fund. The City's other technology projects are being budgeted for and tracked in the Equipment Reserve Fund. It will be easier to track expenses if they all come from one source. The transfer of the funds does not commit or expend the dollars. All expenditures will be reviewed and approved by council as part of a services contract.

FUNDING SOURCE

General Fund - \$10,000
Economic Development Fund - \$40,000

PREPARED BY

Jeanne Koontz
Deputy City Clerk
Date: December 17, 2009

MAYOR'S ANNOUNCEMENTS

Monday, December 21, 2009

Committee meetings scheduled for the next two weeks include:

Council Committee of the Whole	01/04/2010	6:00 p.m.
City Council	01/04/2010	7:30 p.m.

The Prairie Village Arts Council is pleased to announce an oils exhibit by Mimi Pettigrew during the month of December.

The City offices will be closed on Friday, December 25th in observance of the Christmas holiday and on Friday, January 1st in observance of the New Year's holiday. Deffenbaugh observes both holidays and service will be delayed one day.

Donations to the Holiday Tree Fund are being accepted. The funds will be used to assist Prairie Village families and Senior Citizens needing help to pay their heating and electric bills during the cold winter months, as well as with home maintenance throughout the year. Your tax deductible contributions are appreciated.

The City will once again have Holiday Tree Recycling available for Prairie Village residents. You may take your holiday tree to the designated areas of Porter, Franklin, and Meadowlake Parks, and in the Harmon Park parking lot near the water tower between December 21st and January 19th.

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
December 21, 2009

1. Planning Commission Minutes - November 3, 2009
2. Mark Your Calendars
3. Committee Agenda

**PLANNING COMMISSION MINUTES
NOVEMBER 3, 2009**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, November 3, 2009 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:30 p.m. with the following members present: Bob Lindeblad, Dirk Schafer; Nancy Wallerstein, Randy Kronblad, Nancy Vennard and Marlene Nagel.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Dale Beckerman, Council Liaison; Dennis Enslinger, Assistant City Administrator; Jim Brown, City Building Official; Bob Pryzby, Director of Public Works; Kevin Kokes and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Bob Lindeblad moved the approval of the minutes of October 6, 2009 as written. The motion was seconded by Dirk Schafer and passed by a vote of 5 to 0 with Nancy Vennard and Nancy Wallerstein abstaining.

Ken Vaughn welcomed Nancy Wallerstein to the Planning Commission noting her extensive experience in public service.

PUBLIC HEARINGS

Chairman Ken Vaughn stated there were no public hearings to come before the Commission.

NON-PUBLIC HEARINGS

PC2009-110 - Site Plan Approval for Retaining Wall

Roger Banks stated the applicant is requesting approval to construct a retaining wall three feet six inches in height six inches from the south property line for a length of approximately 60 feet. The proposed retaining wall will connect to an existing retaining wall and allow for the grade around the proposed pool to be raised and leveled. It will also allow for the placement of additional screening with plants. The property owner plans to install a "wrought iron" fence on top of the retaining wall.

Dennis Enslinger stated the ordinance requires the retaining wall to be setback two (2) feet from the property line unless otherwise approved by the Planning Commission.

The applicant held a neighborhood meeting on October 27, 2009. One individual was in attendance. The individual in attendance asked some questions regarding the design

of the pool and they were addressed by the applicant. The City has received some opposition from neighboring residents regarding the proposed wall.

The Planning Commission reviewed the following criteria:

A. The site is capable of accommodating the buildings, parking areas, and drives for appropriate open space and landscape.

The proposed retaining wall will connect to an existing retaining wall (attached to the SW corner of the dwelling) and will allow for the grade around a proposed pool/spa to be raised so that it will be a below grade pool.

B. Utilities are available with adequate capacity to serve the proposed development.

N/A

C. The plan provides for adequate management of stormwater runoff.

In order for the proposed below grade pool structure to be constructed, the retaining wall will need to be in this area whether on the property line or two feet off the property line. The applicant will need to comply with any requirements of the Drainage Permit Issued from the Public Works Department.

D. The plan provides for safe and easy ingress, egress, and internal traffic circulation.

N/A

E. The plan is consistent with good land planning and site engineering design principals.

In reviewing this particular site in the field and considering the grade change between proposed pool/spa and the adjacent properties, it appears that this would be a good plan that would make better use of the site and reduce stormwater runoff on the properties to the immediate south. The grade in the area currently falls to the south and the high side of the retaining wall on the applicant's property the runoff will be directed to the southwestern corner of the lot around the proposed pool structure.

F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed retaining wall and the surrounding neighborhood.

The applicant has not provided specifications as to the design and material of the proposed retaining wall. He has indicated that they are looking at a concrete wall with a possible stucco finish. Additional information regarding materials and architectural quality need to be submitted.

G. The plan represents an overall development pattern that is consistent with the Village Vision and other adopted planning policies.

This is a project that is consistent with the housing goal that encourages investment in residents which is as follows:

Housing: Encourage neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages, incomes, needs and preferences.

Dennis Enslinger noted in addition to reviewing the standard site plan criteria, the ordinance also states that the Planning Commission may make adjustments to the height and location of the retaining wall provided that it results in a project that is more compatible, provides better screening, provides better storm drainage management or provides a more appropriate utilization of the site.

In this case, it would appear that "a more appropriate utilization of the site" would be the factor that is most applicable. The Planning Commission should discuss the merits of increasing the proposed retaining wall to provide better screening of the proposed pool/spa.

Ken Vaughn asked if there were any regulations regarding the distance of pool decking from property lines. Jim Brown, City Building Official, responded there were none. The applicant's plan is to use the additional land for landscaping to soften the surface and get more use out of their land. They are not proposing decking to the proposed wall.

Bob Lindeblad asked what kind of fence was proposed. Mr. Banks responded a wrought iron fence will be constructed on top of the retaining wall.

Nancy Wallerstein asked what fence height was required surrounding pools. Dennis Enslinger responded a four foot fence and locking gate was required by code. Ken Vaughn confirmed the proposed fence would be four feet in height. Mr. Enslinger noted that many pools will have a six foot fence constructed for privacy, but it is not required by code.

Bob Lindeblad asked if a landscape plan had been submitted. Roger Banks stated a specific landscape plan was not submitted but landscaping was indicated on the plans submitted to the City on June 17, 2009. The additional space gained by moving the retaining wall would be used for landscaping, the deck will not be made any larger. Mr. Lindeblad confirmed the wall was 60 feet in length.

Dennis Enslinger noted the original permit was issued with the understanding that the retaining wall would be located two feet from the property line.

Nancy Vennard asked how much space could be behind the wall. Roger Banks replied the existing fence is six to four feet from the property line. Mrs. Vennard noted this distance is sufficient room for any necessary maintenance to be done. Mr. Banks noted the current flowers on the by the fence are maintained by Mr. Corcoran. Mrs. Vennard suggested planting shrubs to provide more privacy for the neighboring property.

Roger Banks stated all the neighboring property owner would view is the four foot wrought iron fence on top of a 3'6" retaining wall.

Nancy Vennard asked how drainage would function on the property. Mr. Banks responded the 800 square foot pool would catch up to six inches of rain. He noted a large hard surface patio was removed for the construction of the pool. The water would

be funneled to one location. The water would be carried on a more level surface and small holes in the bottom of the retaining wall would disburse the water. Prior to the permit being issued they had submitted information to the Public Works Department and were given a drainage permit. Public Works did not request any further study or plans.

Bob Lindeblad stated he dislikes walls located two feet off the property line. He feels they create a maintenance issue, for the property owner. He has to go on the adjacent property to maintain the area behind the wall. He feels the proposed location will clear up any confusion on maintenance responsibilities or issues with maintenance.

Ken Vaughn stated he feels retaining walls should never be built on property lines. He noted the required foundation for the wall would be protruding onto the adjacent property and construction of the wall would also require going the adjacent property. If constructed, the applicant would need permission from the adjacent owner to go on their property. Mr. Banks stated 16" is needed in front of the wall and 18" behind the wall.

Mr. Vaughn disagreed noting a stronger footing is necessary. Mr. Banks responded code does not require footings for any wall less than four feet in height. However, he stated he would have an engineer review the wall to ensure it meets all codes. Mr. Vaughn stated he believes any wall that has a risk of damage or injury needs to be designed by an engineer.

Bob Lindeblad stated he does not have a problem with the proposed location of the retaining wall and moved the Planning Commission approve PC2009-110 site plan for proposed retaining wall as presented. The motion was seconded by Dirk Schaefer.

Michael Lintecum, 4302 West 82nd Street, requested the Commission table approval until a revised site plan has been submitted clearing showing the location of the wall and proposed landscaping.

Dirk Schaefer stated Mr. Lintecum's concerns could be addressed by the addition of the conditions recommended by staff in their staff report.

Bob Lindeblad moved to amend the motion to stated that approval was subject to the following conditions: 1) The applicant provide, for staff approval, additional information regarding the proposed design and materials of the retaining wall; 2) The wall be constructed in the location as shown on the site plan; 3) That the proposed retaining wall footing be required to be located entirely on the applicant's property; 4) The applicant provide a copy of the site survey and stake the property corners to confirm property lines; and 5) The applicant secures a revised Drainage Permit from the Public Works Department. The amended motion was seconded by Dirk Schaefer.

Nancy Wallerstein stated she was confused between the different site plans submitted by the applicant and would like to see more detailed drawings and review the application again at the next meeting.

Randy Kronblad stated he felt condition #2 and #3 were contradictory. Dennis Enslinger stated the staff report was created assuming the retaining wall would be as shown on the original site plan.

Roger Banks stated he understood the motion requiring the submittal of another more detailed set of plans, including footings and setback for the wall for approval by staff.

Bob Lindeblad agreed the plans submitted were not clear, but noted it is the Building Official's job to approve specific plans and the specific issue before the Commission is the location and setback for the retaining wall. Although he would have like to have had better plans, he feels it is appropriate for the Commission to act on the setback and let staff handle the plan review.

Ken Vaughn stated he felt it is never appropriate to have a retaining wall constructed on a property line and feels if it is allowed the applicant needs to have an agreement with the neighboring property owner to build on his property.

The motion was voted on and defeated by a vote of 3 to 4.

Nancy Wallerstein asked for clarification between plans for the wall on the original and the revised site plan. Kevin Corcoran responded the length of the wall have changed, but the issue is the walls location in relation to the property line.

Bob Lindeblad noted the wall plan is shown on the original site plan. The revised site plan shows the location of the pool setback which was the issue before the Board of Zoning Appeal. It clarified what is being proposed is shown on the plan dated June 17, 2009. Mr. Lindeblad asked Mr. Enslinger if he was clear on the desires of the Commission. Dennis Enslinger responded the retaining wall is as shown on the sight plan with the question before the Commission as to how far the wall should be setback from the property line. Staff will receive new plans and will review them to ensure the conditions required by the Commission and code are met.

Nancy Wallerstein asked if the wall was going to impact more than one property owner. Mr. Corcoran replied two properties would be impacted as these are duplexes. The width of Mr. Lintecum's lot and approximately ¼ of the adjacent lot.

Ken Vaughn stated he would like to see the pool built, but felt an agreement was needed with the adjacent property owners to enter onto their property for construction. Mr. Lindeblad stated that was a private matter between the two property owners, not an issue of the Planning Commission.

Dennis Enslinger stated three properties along 82nd Street would be affected with Mr. Lintecum's property having the greatest impact. He stated staff understands the concerns of the Commission. The applicant will be required to submit new drawings and will be responsible for any relocation of utilities if required. He noted that since the location of the pool has to be moved, the application could be tabled to the next meeting

of the Commission. Nancy Vennard noted, being November, it was questionable how much construction could be done.

Kevin Corcoran stated the pool has been in its present condition for several months and has become an eyesore to the neighbors. He does not want to have it remain that way throughout the winter and would appreciate the Commission taking action so progress can be made.

Bob Lindeblad moved the Planning Commission approve PC2009-110 for site plan approval of the proposed retaining wall at 8162 Delmar as presented subject to the following conditions: 1) The applicant provide, for staff approval, additional information regarding the proposed design and materials of the retaining wall; 2) The wall be constructed in the location as shown on the site plan submitted with the application; 3) That the proposed retaining wall footing be required to be located entirely on the applicant's property; 4) The applicant provide a copy of the site survey and stake the property corners to confirm property lines; and 5) The applicant secures a revised Drainage Permit from the Public Works Department. The motion was seconded by Dirk Schaefer.

Mr. Lindeblad stated the other issues raised by the Commission can be handled by City staff and if weather permits the applicant can proceed.

Nancy Wallerstein stated she agreed with Mr. Lindeblad that she does not have a problem with the location of the retaining wall as it allows for clear maintenance by the applicant and supports the placement of landscaping to both soften the affect of the wall and to serve as a buffer.

The motion was voted on and passed by a vote of 6 to 1 with Mr. Vaughn voting "nay".

PC2009-111 Approval of 17 Park Identification Signs for City Parks

Bob Pryzby, Director of Public Works, presented the application on behalf of the City's Parks and Recreation Committee. The proposed monument/Park identification signs are based on a design similar to the City's entry markers. They will be constructed of similar materials, but will be a variation on the color of the existing entry marker signs. The signs will be one-sided. Based on the weight of the signs, they will be placed on a permanent footing.

The proposed signs consist of a 54 inches tall tapered concrete pillar, 28 inches at the top and 36 inches at the bottom, with a 30 inch custom acid wash concrete dome cap and a 38 inch custom acid wash concrete base with the concrete tower of the pillar covered in the stack stone veneer pattern found on the existing Prairie Village pillars. The Prairie Village plaque made of the same acid washed material as the pillar cap and base will have the name and logo sand blasted and painted, which is embedded into the veneer approximately 8 inches down from the cap. An ICS concrete block wall, 16 inches tall by 10 inches wide and 45 inches long covered with the same veneer as the pillar sits on a matching custom acid washed base securely attached to the side of the

pillar. Mounted on top of the veneered wall is a dark gray acid washed concrete park sign. The sign is made of the same acid washed concrete material as the pillar cap, base and plaque. The sign is 16 inches tall by 6 inches wide and 45 inches long and tapers to a wall cap that is 14 inches wide when set upon the top of the wall. The name of the park is sand blasted into the concrete sign and painted white.

Mr. Pryzby reviewed the proposed locations at the following parks: Bennett Park, Brenizer Park, Franklin Park, Harmon Park, McCrum Park, Meadowlake Park; Porter Park, Prairie Park, Santa Fe Park, Schliffke Park and Aquatic Center.

Nancy Wallerstein asked why the Franklin Park sign is not two sided. Mr. Pryzby responded the Parks committee decided because of the length of the sign it would be better to face the street.

Nancy Wallerstein asked if the same material would be available in the future if additional park land was acquired to accommodate additional signs. Mr. Pryzby responded the material would be available and noted its suggested possible use in conjunction with 75th Street Improvements

Dirk Schaefer moved the Planning Commission approve the installation of 17 Park Identification/Monument signs to be located within City Parks and granted Public Works staff the authority to approve the site placement and landscaping plans for each sign. The motion was seconded by Randy Kronblad and passed unanimously.

OTHER BUSINESS

Consider 2010 Meeting & Submittal Schedule

The Commission reviewed the proposed 2010 meeting schedule. It was noted that some of the meetings follow holiday weekends and the November meeting will be on an election day. The Commission members approved the 2010 schedule as presented, meeting the first Tuesday of each month.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:30 p.m.

Ken Vaughn
Chairman

**Council Members
Mark Your Calendars
December 21, 2009**

December 2009 December 25	Mimi Pettigrew oils exhibit in the R. G. Endres Gallery City offices closed in observance of Christmas
January 2010 January 1 January 4 January 8 January 18 January 19(Tues.)	Anne Nye photography exhibit in the R. G. Endres Gallery City offices closed in observance of the New Year holiday City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City offices closed in observance of Martin Luther King Jr. holiday City Council Meeting
February 2010 February 1 February 12 February 15 February 16(Tues.)	Student mixed media Art Show in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City offices closed in observance of Presidents' Day holiday City Council Meeting
March 2010 March 1 March 12 March 15	Lynne Hodgman mixed media exhibit in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City Council Meeting
April 2010 April 5 April 9 April 19	Dolyna Art Exhibit in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City Council Meeting
May 2010 May 3 May 14 May 17 May 31	Rod Atteberry and Otto Miller mixed media exhibit in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City Council Meeting City offices closed in observance of the Memorial Day holiday
June 2010 June 7 June 11 June 21	Marearl Denning photography exhibit in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City Council Meeting
July 2010 July 4 July 5 July 6 (Tuesday) July 9 July 19	Ric Cummings photography exhibit in the R. G. Endres Gallery VillageFest City offices closed in observance of the Independence Day holiday City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 City Council Meeting
August 2010 August 2 August 13 August 16	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery City Council Meeting Artist reception in the R. G. Endres Gallery 6:30 - 7:30 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)
- COU2009-118 Consider Diesel Engine Upgrade Project with Johnson County Environmental Department (assigned 12/16/2009)
- COU2009-119 Consider Purchase of Replacement Transfer Switch for City Hall Emergency Generator from 2009 Contingency (assigned 12/16/2009)
- COU2009-120 Consider Amendment to Deffenbaugh Contract (assigned 12/16/2009)
- COU2009-121 Consider Solid Waste Route Map (assigned 12/16/2009)
- COU2009-122 Consider Final Change Orders for Project 190869; 2009 Street Resurfacing, Change Order #3 (Final), Project 190865: Roe Avenue - Somerset Drive to 83rd Street, Change Order #1 (Final) and Project 190877: 83rd Street - Roe Avenue to Somerset Drive, Change Order #1 (Final) (assigned 12/16/2009)
- COU2009-123 Consider Project 190728: Prairie Lane Drainage Project - Engineering Change Order #1 (assigned 12/16/2009)
- COU2009-124 Consider Construction Administration Agreement for Project 2010 Bond with Transystems (assigned 12/16/2009)
- COU2009-125 Consider Construction Agreement with O'Donnell & Sons for Project 2010 Bond (assigned 12/16/2009)
- COU2009-126 Consider Approval of a Resolution of Support and Commitment for Joint Membership in KCADC with the NE Johnson County Chamber and other NE cities (assigned 12/16/2009)

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)