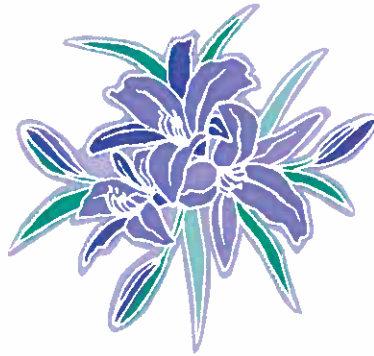


City Council Meeting



February 2, 2009

Dinner provided by:
Carrabba's

Caesar Salad
Lasagne
Carrabba's Boule Bread

Dessert

**COUNCIL COMMITTEE
February 2, 2009
6:00 p.m.
Council Chamber**

AGENDA

DAVID VOYSEY, COUNCIL PRESIDENT

CONSENT AGENDA

COU2009-21 Consider 2009 Minor Home Repair Program

AGENDA ITEMS FOR DISCUSSION

**COU2008-21 Consider Construction Contract for Project 190869: 2009 Street Resurfacing Program; Project 190865: 2009 CARS, Roe Avenue: Somerset Drive to 83rd Street; Project 190877: 83rd Street Roe Avenue to Somerset
Tom Trienens**

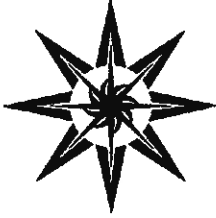
**COU2009-22 Consider Pool Usage agreement with JCPRD, Fairway, Mission and Merriam on Swim and Dive Meet Days
Chris Engel**

**COU2009-23 Consider Interlocal agreement by and among the Cities of Prairie Village, Merriam, Mission, Fairway, Roeland Park & Johnson County Park & Recreation District for reciprocal use of swimming pool facilities
Chris Engel**

Executive Session

COU2007-51 Village Vision

***Council Action Requested the same night**



ADMINISTRATION DEPARTMENT

Council Committee Meeting Date: February 2, 2009

Council Meeting Date: February 17, 2009

COU2009-21: Consider 2009 Minor Home Repair Program

RECOMMENDATION

Staff recommends the City Council approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2009 Minor Home Rehabilitation Program.

BACKGROUND

For many years, the City has participated in Johnson County's Minor Home Rehabilitation Program. Through this program, Prairie Village residents with low to moderate incomes can receive assistance with home repairs, accessibility improvements, and to correct certain code violations. City funds are matched with County CDBG funds to finance repairs under this program.

In 2008, the City provided \$6,000 in assistance to Prairie Village residents.

FUNDING SOURCE

\$6,000 is budgeted for 2009.
01-06-41-5164

RELATION TO VILLAGE VISION

HO1C Examine incentive programs to encourage home renovation.

ATTACHMENTS

1. Letter of Understanding

PREPARED BY

Jeanne Koontz
Deputy City Clerk
January 20, 2009

**LETTER OF UNDERSTANDING
FOR THE JOHNSON COUNTY
2009 MINOR HOME REHABILITATION PROGRAM**

This service agreement is between the Housing Services office of the Johnson County Department of Human Services & Aging and the **CITY OF PRAIRIE VILLAGE, KANSAS** agreement is for the period of January 1, 2009 through December 31, 2009.

PURPOSE

The purpose of this agreement is to enable Johnson County Housing Services to provide more extensive home repairs to qualified low to moderate income residents of the City as long as funds are available for this purpose.

ADMINISTRATION

The Housing Services office, located at 12425 W. 87th Street Pkwy. Ste. 200 Lenexa, KS 66215 will provide all personnel necessary to administer and manage an effective program.

The program will be administered according to CDBG guidelines and the Policies and Procedures for the Johnson County Minor Home Rehabilitation Program (Copies of Policies & Procedures available upon request). These Policies and Procedures are made a part of this agreement and are incorporated herein by reference. NOTE: Effective January 1, 2008, the Johnson County Revitalization Program has been merged with the Johnson County Minor Home Rehabilitation program. Repairs formerly affected with CDBG funds under the Revitalization program shall now be completed under the Minor Home Rehabilitation program.

FUNDING

The Minor Home Rehabilitation Program is a partnership program between the County and participating Cities. In order to leverage non-federal dollars, the County agrees to match City funds on a dollar for dollar basis with County CDBG funds to the extent these funds are made available. **With this Letter of Understanding the City agrees to provide City funding in an amount up to \$ _____ for the Minor Home Rehabilitation Program.**

It is agreed that the County shall retain twenty five percent (25%) of the funding provided by the City in this Letter of Understanding for program administration.

It is further agreed that all expenditures incurred after December 31, 2009 for projects approved during the 2009 calendar year, will be charged to 2009 City funds.

HOLD HARMLESS

The County agrees to hold and save the City harmless from any and all claims, settlements, and judgements for personal injury, bodily injury, property damage, and/or death arising out of the County's or any of its officers', employees' or agents' negligent acts and/or omissions with respect to the performance of home repairs provided under this agreement.

INSURANCE

The County will maintain coverage of the types of insurance and in such amounts as may be necessary to protect itself and the City against all hazards or risks of loss.

In no event shall the County be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto.

AMENDMENT

This Agreement may be amended by supplemental writing signed by the parties to the agreement.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days' written notice. In the event of termination, all unexpended City funds shall be returned to the City within thirty (30) days of termination.

RENEWAL

A new agreement will be signed for each calendar year. Any portion of funds not used for the current year will be automatically transferred to the next program year or returned to the City upon request. **Requests must be received in writing, in our office, no later than November 1, 2009.**

GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

NON DISCRIMINATION

The County shall not discriminate against any person in the performance of work under this Agreement because of race, religion, age, color, sex, handicap, national origin, familial status or ancestry.

RECORDS AND REPORTS

The County agrees to retain all program records for a minimum of three years. The City shall have access to program records at all reasonable times upon request.

The Housing Services office shall prepare and submit to the City a statement at the end of each quarter showing expenditures to date and the remaining balance of City funds. Other data, pertinent to the City, may also be included with the quarterly report.

CITY OF PRAIRIE VILLAGE, KANSAS

**HOUSING SERVICES OFFICE,
JOHNSON COUNTY HUMAN
SERVICES & AGING**

Signature

Deborah Collins
Director, Human Services and Aging

Title

Date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: February 2, 2009
Council Meeting Date: February 17, 2009

COU2008-21 CONSIDER CONSTRUCTION CONTRACT FOR PROJECT 190869: 2009 STREET RESURFACING PROGRAM, PROJECT 190865: ROE AVENUE - SOMERSET DRIVE TO 83RD STREET CARS AND PROJECT 190877: 83RD STREET - ROE AVENUE TO SOMERSET DRIVE

RECOMMENDATION

Move to approve the construction contract with O'Donnell & Sons Construction for, Project 190869: 2009 Street Resurfacing Program for \$1,364,161.50 and Project 190865: Roe Avenue -Somerset Drive to 83rd Street for \$391,362.80 and Project 190877: 83rd Street - Roe Avenue to Somerset Drive for \$194,348.10 for a total of contract of \$1,949,872.40.

BACKGROUND

Project 190869, 2009 Street Resurfacing Program includes work on:

- Homestead Drive (Roe Avenue to Mission Road)
- Falmouth Drive (74th Street to Windsor Street)
- 74th Street (Windsor Street to Falmouth Drive)
- 73rd Street (Nall Avenue to Tomahawk Road)
- Rosewood Cul-de-sac (Rosewood Lane to End)
- Fontana Road (79th Street to 82nd Street)

On January 9, 2009, the City Clerk opened bids for Project 190869: 2009 Street Resurfacing Program, Project 190865: Roe Avenue - Somerset Drive to 83rd Street CARS and Project 190877: 83rd Street - Roe Avenue to Somerset Drive. Seven bids were received:

O'Donnell & Sons Construction	\$1,949,872.40
Miller Paving and Construction	\$2,114,965.95
KC Heavy Construction	\$2,193,335.55
APAC Construction	\$2,326,902.85
Mega Industries	\$2,381,622.60
J.M. Fahey Construction	\$2,385,011.75
McAnany Construction	\$2,610,357.25

	<u>Engineer's Estimate</u>	<u>Low Bidder</u>
2008 Streets	\$1,720,665.00	\$1,364,161.50
Roe Ave	\$ 523,617.00	\$ 391,362.80
83 rd Street	<u>\$ 249,765.00</u>	<u>\$ 194,348.10</u>
TOTAL	\$2,494,047.00	\$1,949,872.40

The Engineer has reviewed all bids. The low bid had an error of forty cents for the total bid. This error did does not effect the outcome of the low bidder.

The low bid for Project 190864: 2008 Street Resurfacing Program is \$1,364,161.50.

This project is not eligible for CARS funding.

The low bid for Project 190865: Roe Avenue - Somerset Drive to 83rd Street is \$391,362.80. The City will be reimbursed 50% (\$195,681.40) by the County.

The low bid for Project 190877: 83rd Street - Roe Avenue to Somerset Drive is \$194,348.10. The City will be reimbursed 50% (\$97,174.05) by the County.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program. Project 190869: 2009 Street Resurfacing Program in the amount of \$1,364,161.50, and Project 190865: Roe Avenue - Somerset Drive to 83rd Street in the amount of \$391,362.80 and Project 190877: 83rd Street - Roe Avenue to Somerset Drive in the amount of \$194,348.10.

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

Thomas Trienens, Manager of Engineering Services

January 21, 2009

PROJECT 190869
2009 STREET RESURFACING PROGRAM

AND

PROJECT 190865:
C.A.R.S. ROE AVENUE RESURFACING
(SOMERSET DRIVE TO 83RD STREET)

AND

PROJECT 190877:
C.A.R.S. 83RD STREET RESURFACING
(ROE AVENUE TO SOMERSET DRIVE)

CONSTRUCTION AGREEMENT

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

O'DONNELL & SONS CONSTRUCTION CO., INC.

**CONSTRUCTION AGREEMENT
BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
O'DONNELL & SONS CONSTRUCTION CO., INC.
FOR**

PROJECT 190869: 2009 STREET RESURFACING PROGRAM

Including: Homestead Drive (Roe Avenue to Mission Road)
73rd Street (Nall Avenue to Tomahawk Road)
Falmouth Drive (74th Street to Windsor Street)
74th Street (Windsor Street to Falmouth Drive)
Fontana Road (82nd Street to 79th Street)
Rosewood Cul-de-sac (Rosewood Lane to End)

AND

PROJECT 190865 (C.A.R.S.) ROE AVENUE RESURFACING (SOMERSET DR. TO 83rd ST.)

AND

PROJECT 190877 (C.A.R.S.) 83RD STREET RESURFACING (ROE AVE. TO SOMERSET DR.)

THIS AGREEMENT, is made and entered into this ____ day of _____, 2009, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and O'Donnell & Sons Construction Co., Inc., hereinafter termed in this agreement, "Contractor", for the construction and completion of Project , designated, described and required by the Project Manual and Bid proposal, to wit:

CONTRACT COST: The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of One million and nine hundred and forty nine thousand and eight hundred and seventy two and 40/100 DOLLARS (\$1,949,872.40) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

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

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

Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion when required under the Contract is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the required date for Total Completion for the Total Project or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Total Completion date. Such amount shall be deducted from any amounts due Contractor under this agreement.

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

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

1. DEFINITIONS:

1.1 Following words are given these definitions:

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

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

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

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

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

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

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

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for total completion of the Work as per the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words "as ordered," "as directed", "as required", "as

permitted", "as allowed", or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City Engineer is intended.

- 1.4 Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words "approved", "reasonable", "suitable", "acceptable", "properly", "satisfactorily", or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the City Engineer.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

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

3. INTENT AND INTERPRETATION

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.
- 3.2 All limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as

constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

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

- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the work, but may contain conditions or requirements which will not be required in the performance of the work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the work under contract, such stipulation or requirement will have no meaning relative to the performance of said work.
- 3.15 Pursuant to K.S.A. No. 16-133, if the Contractor to whom the Contract is awarded is not a resident firm of the State of Kansas, he shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, they shall be filed with the Clerk of the District Court. A filing fee of Five Dollars (\$5.00) is required. These certificates are pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

4. WORK SUPERINTENDENT

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

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

5. ENGINEER

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

stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

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

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

6. WORK SCHEDULE:

- 6.1 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence work to be done under this Contract.
- 6.2 The rate of progress shall be such that the Work shall have been completed in accordance with the terms of the Contract Documents on or before the completion date for the construction period named in the contract agreement, subject to any extension or extensions of such time made as hereinafter provided.
- 6.3 The Contractor shall be required to furnish the Engineer with a schedule setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that portions of the work will be started and completed.
- 6.4 If at any time, in the opinion of the Engineer or City, proper progress is not being maintained;

such changes shall be made in the schedule and resubmitted for consideration.

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

7. DELAYS AND EXTENSIONS OF TIME

- 7.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the work within the time herein fixed, he has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.
- 7.2 Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the work by the men engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but he shall in such cases be entitled to such extension of the time specified for the completion of the work as the City and the Engineer shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Engineer in writing within one (1) week from the time when any such alleged cause for delay shall occur.

8. ADVERSE WEATHER:

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

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

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

- 8.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on their daily construction report, the occurrence of adverse weather and resultant impact to normally scheduled work.
- 8.8 The number of actual adverse weather delay days shall include days affected by actual adverse weather (even if adverse weather occurred in the previous month), and shall be

calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

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

9. PAYMENT PROCEDURE:

- 9.1 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

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

- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the work is not progressing according to agreed upon schedule by both parties.

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

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

10. COMPLETION AND FINAL PAYMENT

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

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

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

10.4 The City shall make final payment of all sums due the Contractor within thirty days of the later of the Engineer's execution of a final Certificate for Payment.

10.5 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

11. CLAIMS BY THE CONTRACTOR

- 11.1 All Contractor claims shall be initiated by written notice and claim to the Engineer. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 11.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Engineer and the Contractor.
- 11.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 11.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 11.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Engineer may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract amount based on the proposed quantity and the contract unit price).
- 11.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Engineer may request an adjustment of the unit price to be paid for the item or items.
- 11.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate

the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.

- 11.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 11.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 11.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Engineer shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 11.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 11.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas

12. CHANGES IN THE WORK

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

13. INSURANCE AND HOLD HARMLESS.

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

including, but not limited to, damages due to delay in utility relocation.

- 13.7 The Contractor shall secure and maintain, throughout the duration of this Contract, insurance from a company authorized to do business in the State of Kansas. Such insurance shall be of such types and in such amounts as may be necessary to protect himself and the interests of the City and agents of the City against all hazards or risks of loss as hereinafter specified including an endorsement covering explosion, collapse, blasting and damage to underground property if applicable as specified in these Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate insurance coverage shall not relieve it of any contractual responsibility or obligation. The insurance shall be provided on an occurrence basis and, not claims made basis.
- 13.8 The City and the Engineer shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 13.9 The Contractor shall secure and maintain through the duration of this Contract insurance on an occurrence basis of such types and in such amounts as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the City, but regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation, including but not limited to, the indemnification obligation.
- 13.10 Satisfactory certificates of insurance shall be filled with the City prior to the Contractor starting any construction work on this Contract. The Certificates shall state that the thirty (30) days written notice will be given to the City before any policy covered thereby is changed or cancelled. Failure by the Contractor to furnish the required insurance within the time specified in the notice of award of the Contract by the City, at the City option, may be the basis for the City exercising its right to terminate the Contract. The Board of County Commissioners of Johnson County, Kansas shall also 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.
- 13.11 The liability limits shall be as stated:
- Worker's Compensation and Employer's Liability: This insurance shall protect the Contractor against all claims under applicable state worker's compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.
 - Automobile Liability.: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on and off the site of

all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Unless otherwise specified, Contractor's insurance shall include the following:

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

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

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

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

14. INDEMNITY

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

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

- 14.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City and County from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.
- 14.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the

City and County or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or County's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

- 14.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City or County for Loss when the negligence or other actionable fault the City is the sole cause of Loss.
- 14.5 With respect to the City's or County's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

15. SUCCESSORS AND ASSIGNS

- 15.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.
- 15.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 15.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 15.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 15.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is

given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

- 15.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 15.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 15.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject defective work, material or equipment not in conformance with the requirements of the Project Manual.

16. NON-DISCRIMINATION LAWS

- 16.1 The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Work and furnish any certification required by any federal, state or local governmental agency in connection therewith.
- 16.2 In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer", or similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- 16.3 If the Contractor fails to comply with the manner in which the Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- 16.4 If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- 16.5 The Contractor shall include the provisions of this section in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

16.6 The provisions of this section shall not apply to a contract entered into by a Contractor who employs fewer than four employees during the terms of such contract; or whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

17. RELATIONS WITH OTHER CONTRACTORS:

17.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

17.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

17.3 Other projects the Contractor may have to coordinate with may include, but are not limited to:

- Project # 190721 - 2009 Storm Drainage Repair Program
- Project # 191023 - 2009 Concrete Repair Program
- Project # P5000 - 2009 Crack Seal/Slurry Seal Program
- Project # P5001 - 2009 Street Repair Program
- Project # P5002 - 2009 Line Striping Program
- Project #190871 - Mission Lane Bridge Replacement

17.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

17.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

18. RIGHT OF CITY TO TERMINATE

18.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely

manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, engineering or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein.

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

19. MISCELLANEOUS:

- 19.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 19.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 19.3 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Engineer and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

- 19.4 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 19.5 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 19.6 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 19.7 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 19.8 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 19.9 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 19.10 The Contractor shall keep fully informed of all existing and current regulations of the City, and County, State, and National Laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 19.11 Nothing contained in these Project Manual shall create, or be interpreted to create, privity or any

other contractual agreement between the City and any person or entity other than the Contractor.

- 19.12 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 19.13 No action or failure to act by the City, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 19.14 Contractor specifically acknowledges and confirms that: 1.) he/she has visited the site, made all inspections he deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by he as specified herein and in other Contract Documents and knowingly accepts the same; 2.) he/she has furnished copies of all Contract Documents to his/her insurance carrier(s) and his/her surety(ies); and 3.) his/her insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 19.15 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 19.16 This agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

WITNESSETH:

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

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

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

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete in good, first class and

workmanlike manner, the Work in accordance with the Project Manual; and.

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America; and WHEREAS, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

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

CITY OF PRAIRIE VILLAGE

O'DONNELL & SONS CONSTRUCTION CO., INC

By: _____
(signed)

By: 
(signed)

Ronald L. Shaffer

Michael T. O'Donnell

Mayor

(typed name)
Michael T. O'Donnell, Secretary
(typed title)

City of Prairie Village

O'Donnell & Sons Construction Co., Inc.
(typed company name)

7700 Mission Road

15301 Broadmoor
(typed address)

Prairie Village, Kansas, 66208

Overland Park, KS 66223
(typed city, state, zip)

913.681.2155
(typed telephone number)

(date of execution)

(date of execution)

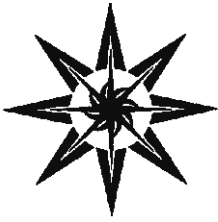
SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan



ADMINISTRATION

Council Meeting Date: February 2, 2009

COU2008-22: Consider Pool Usage agreement with JCPRD, Fairway, Mission, and Merriam on Swim and Dive Meet Days.

RECOMMENDATION

Staff recommends the approval of the Pool Usage Agreement between Prairie Village, JCPRD (Roeland Park), Fairway, Mission, and Merriam.

BACKGROUND

Staff has had a series of discussions with surrounding agencies in an effort to partner in the enhancement of service delivery to our residents. The attached ILA is one of the outcomes of those discussions.

A common complaint at all of our pools is closing early or all afternoon on days of swim/dive meets. This agreement opens our pools to the other cities pool members on days they host meets and vice versa. Example: On the day Prairie Village and Roeland Park host swim or dive meets, the other cities will allow our patrons with memberships to visit their pools free of charge.

FINANCIAL IMPACT

Negligible - This arrangement opens our pool on no more than five days to other cities pool members. Swim and Dive season is only five weeks long and of the ten combined meets we host five. These meets occur during the week, not on the busy weekends.

ATTACHMENTS

Inter Local Agreement between Prairie Village, JCPRD, Fairway, Mission and Merriam.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 1/29/09

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ___ day of _____, by and between the **Johnson County Park & Recreation District** and the **Cities of Fairway, Prairie Village, Roeland Park and Merriam**, for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The participating agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the participating agencies is involved in the Johnson County Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2009 swim team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a hosting agency must be closed during regular business hours to host a meet.
3. Members of the hosting agencies may gain admission, at no cost, to any non-hosting agency's outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-hosting agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Participating agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2010 season.

CITY OF FAIRWAY, KANSAS

By: _____
John St. Clair, Jr., Mayor

Attest: _____
Kate Smith, City Admin./City Clerk

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor

Attest: _____

CITY OF MERRIAM, KANSAS

By: _____
Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mayor

Attest: _____

JOHNSON COUNTY PARK AND RECREATION DISTRICT

By: _____
Director

Attest: _____



ADMINISTRATION

Council Meeting Date: February 2, 2009

COU2008-23: Consider agreement by and among the City of Prairie Village, Kansas, the City of Merriam, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas, and Johnson County Kansas Parks and Recreation District for reciprocal use of swimming pool facilities.

RECOMMENDATION

Staff recommends the approval of the agreement by and among the City of Prairie Village, Kansas, the City of Merriam, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, the City of Roeland Park, Kansas, and Johnson County Kansas Parks and Recreation District for use of swimming pool facilities.

BACKGROUND

Pool memberships at most of the partnering cities have flattened or declined over the last few years and are projected to remain on their current trajectories - the 'Super Pool Pass' was designed as a remedy as well as a service enhancement. The participating cities will be advertizing in their Recreation Guides the opportunity to pay an upcharge (\$30 family/\$15 individual) when buying their pool memberships and gain access to all of the other participant pools. Half the fee will be retained by the issuing city and half will be pooled for later distribution based upon usage.

FINANCIAL IMPACT

If approved, the Super Pool Pass will be advertized on our website and hold a prominent spot in our Recreation Guide. This coupled with the 50% fee retention will, at a minimum, generate some new revenues. Additionally, staff has analyzed the sale of non-resident pool memberships over the last three years and the overwhelming majority came from Overland Park, Leawood and Kansas City, MO - none of whom are parties to this agreement. Those dollars lost by the few non-resident members who will now buy a Super Pool Pass can be made up by the pooled 50% based upon usage, the increase in total sales and potential concessions increase.

ATTACHMENTS

Pool Usage Agreement between Prairie Village, JCPRD, Fairway, Mission and Merriam.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 1/29/09

**AGREEMENT BY AND AMONG THE CITY OF PRAIRIE VILLAGE, KANSAS,
THE CITY OF MERRIAM, KANSAS, THE CITY OF MISSION, KANSAS, THE
CITY OF FAIRWAY, KANSAS , THE CITY OF ROELAND PARK, KANSAS,
AND JOHNSON COUNTY, KANSAS PARKS AND RECREATION DISTRICT
FOR USE OF SWIMMING POOL FACILITIES**

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Merriam, Kansas (“Merriam”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), the City of Roeland Park, Kansas (“Roeland Park”), and Johnson County, Kansas Parks and Recreation District (“Parks District”) as operator of the Roeland Park swimming pool facility.

RECITALS

A. The cities of Fairway, Merriam, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”) and the Parks District as operator of the swimming pool facility for Roeland Park, operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2009 swim season with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the parties to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the parties to this Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this agreement is establish cooperation among the Cities, and the Parks District as operator of the Roeland Park pool facility, by making all of the Pool Facilities available for use by the residents of all the Cities with the purchase of a special pass during the 2009 swim season, which commences approximately May 23, 2009 and ends approximately September 7, 2009.

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2009 swim season, each City shall establish and authorize a category of pool pass entitled "Super Pool Pass" with the following features:

- a. The Super Pool Pass will be offered by each City as an additional option to residents only of that City who are purchasing a family or individual season pass to that City's Pool Facilities.
- b. The cost of a Super Pool Pass will be \$30 per family category of seasonal pool pass and \$15 per individual category of seasonal pool pass.
- c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.
- d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the resident seasonal pass card. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.
- e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2009 swim season.
- f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts by email at the end of June, July, and at the end of the season, to _____ at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.
- g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the "Shared Revenue") in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City's Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2009 swim season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Only resident seasonal pass holders of each City will be eligible to purchase a Super Pool Pass. Non-resident seasonal pass holders will not be eligible.

IV. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____
John W. St. Clair, Jr., Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERRIAM, KANSAS

By _____
Carl Wilkes, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____
Laura McConwell, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____
Ronald L. Shaffer, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____
Steve Petrehn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

JOHNSON COUNTY PARKS AND RECREATION DISTRICT

By _____
Printed Name:
Board Chair

Attest:

Secretary
Approved as to Form:

District Legal Counsel

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	
Merriam	
Mission	
Prairie Village	
Roeland Park/Parks and Recreation District	

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
February 2, 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 – January 20, 2009
2. Approve the renewal of a contract with the city's Public Defender, Robin A. Lewis.
3. Approve an increase in the rate the City charges for off-duty contractual employment of police officers.
4. Ratify the Mayor's reappointment of Lori Sitek and Thomas Brill to the Civil Service Commission with their terms expiring in January, 2012.

By Committee:

5. Approve the rejection of bids for Projects 190649 and 190655: Windsor and Porter Park Ball Field Improvements. (Council Committee of the Whole Minutes – January 20, 2009)
6. Approve the Construction Administration Agreement with Transystems for Project 190865: 2009 CARS, Roe Avenue from Somerset Drive to 83rd Street in the amount of \$31,000. (Council Committee of the Whole Minutes – January 20, 2009)
7. Approve the Construction Administration Agreement with Transystems for Project 190869: 2009 Street Resurfacing Program in the amount of \$143,000. (Council Committee of the Whole Minutes – January 20, 2009)
8. Approve the Construction Administration Agreement with Transystems for Project 190877: 2009 CARS, 83rd Street from Roe Avenue to Somerset Drive in the amount of \$31,000. (Council Committee of the Whole Minutes – January 20, 2009)
9. Approve the Construction Administration Agreement with Transystems for Project 190721: 2009 Storm Drainage Repair Program in the amount of \$63,000. (Council Committee of the Whole Minutes – January 20, 2009)
10. Approve the Construction Administration Agreement with George Butler Associates for Project 190871: Mission Lane Bridge Replacement in the amount of \$121,500. (Council Committee of the Whole Minutes – January 20, 2009)
11. Approve the application for 2010-2014 County Assistance Roads System (CARS) Program. (Council Committee of the Whole Minutes – January 20, 2009)
12. Approve the Design Agreement with Affinis Corporation for Project 190870: 2010 Street Resurfacing Program in the amount of \$204,000. (Council Committee of the Whole Minutes – January 20, 2009)
13. Approve the Design Agreement with Affinis Corporation for Project 190876: 2010 CARS, 83rd Street Resurfacing, Nall Avenue to Roe Avenue in the amount of \$59,000. (Council Committee of the Whole Minutes – January 20, 2009)

14. Approve an agreement with Water Technology Inc. to assist in the review of the aquatic facility for an evaluation of compliance with Title XIV and APSP-7 regulations for \$5,250. (Council Committee of the Whole Minutes – January 20, 2009)

VI. STAFF REPORTS

VII. COMMITTEE REPORTS

VIII. OLD BUSINESS

IX. NEW BUSINESS

X. ANNOUNCEMENTS

XI. 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

February 2, 2009

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JANUARY 20, 2009**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 20, 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, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Susan Lownes representing the Director of Public Works; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator; Tom Trienens, Manager of Engineering Services and Joyce Hagen Mundy, City Clerk.

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

PROCLAMATION OF JOYCE DiDONATO DAY

Charles Clark reported the reception for Joyce DiDonato held earlier in the day went very well. Ms DiDonato was unable to attend the meeting as she is rehearsing for a performance tomorrow evening followed by performances later this week at Carnegie Hall and other professional commitments. The reception was attended by family, former instructors, leaders in the music field, City Council members and staff. Ms DiDonato was presented with a proclamation and a key to the City by Mayor Shaffer.

PUBLIC PARTICIPATION

Boy Scouts Alex Lange from Troop 287 and another scout from Troop 394 attended the meeting to earn their "Citizenship in the Community" badge.

CONSENT AGENDA

David Voysey moved the approval of the Consent Agenda for Tuesday, January 20, 2009:

1. Approve Regular Council Meeting Minutes - January 5, 2009
2. Approve Claims Ordinance #2855
3. Approve the rental agreement with Pitney Bowes for rental of postage machine for Public Works.
4. Approve contractual 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).
5. Adopt Ordinance 2186 authorizing and providing for the acquisition of real property by purchase located at 3541 Somerset Drive, Prairie Village, Kansas.
6. Approve the 2009 Recreation Fee Schedule as written.
7. Approve the Recreation Contracts with Johnson County Parks and Recreation District, British Soccer, Omega Soccer and Challenger Sports as written.
8. Approve Engineering Change Order #1 (final) with Larkin Group for an increase of \$2,074.25 for Project 190653: El Monte Fountain Improvements bringing the final contract amount to \$9,074.25.
9. Approve Engineering Change Order #8 (final) with HNTB Corporation for a decrease of \$19,480.46 to Project 190864: 2008 Street Resurfacing Program, Project 190863: Shawnee Mission East Parking Improvements and Project 190868: 2008 CARS - Roe Avenue 91st to Somerset Drive bringing the final contract amount to \$353,369.54
10. Approve Engineering Change Order #2 (final) with George Butler Associates for Project 190721: 2009 Storm Drainage Repair Program for an increase of \$7,300.00 bringing the final contract amount to \$106,300.00.
11. Approve the construction contract with McAnany Construction, Inc. in the amount of \$585,000 for Project 191023: 2009 Concrete Repair Program.
12. Approve the construction contract with Musselman & Hall Contractors in the amount of \$196,300 for Project P5000: 2009 Crack Seal/Slurry Seal Program
13. Approve the construction contract with O'Donnell & Sons Construction in the amount of \$118,810.00 for Project P5001: 2009 Street Repair Program.
14. Approve the construction contract with the Profession Service Industries (PSI) for Materials Testing Services in 2009

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

APPOINTMENT AND OATH OF OFFICE

David Voysey moved the City Council ratify the Mayor's appointment of Debra A. Vermillion as Prosecutor for the City of Prairie Village with her term expiring in 2011. The motion was seconded by Laura Wassmer and passed unanimously. City Clerk Joyce Hagen Mundy administered the Oath of Office to Ms Vermillion.

COMMITTEE REPORTS

Council Committee of the Whole

COU2009-19 Consider Agreement for Contract Services with Amazing Cities.

David Voysey moved the City Council approve an agreement with Amazing Cities to facilitate the January 31, 2009 City Council Work session. The motion was seconded by Laura Wassmer and passed unanimously.

COU2009-08 Consider Traffic Engineering Study of the Intersection of Roe Avenue & 75th Street

At the Council meeting on January 5, 2009, the City Council requested additional information on the proposed traffic engineering study of the intersection of Roe Avenue and 75th Street. Tom Trienens stated the fee for the original study was \$7300 and noted the addition of a speed study to the scope of services would increase the cost by \$900 for a total cost of \$8200. It was noted speed studies were conducted in 2006 throughout the City and the 85th percentile speed was relatively consistent along 75th Street throughout the City.

An aerial photograph of the intersection with the sight distance triangle shown for 4609 West 75th Street was reviewed with the City Council. It was noted that the property

owner is allowed to construct various features and landscaping in their yard, including decorative fences and landscaping rocks as long as the requirements of the sight distance regulations are met.

Quinn Bennion stated the City recognizes this is an important issue and is sympathetic to the property owner's situation. They were notified of this evening's meeting and sent the packet information with the staff recommendations.

Mr. Bennion reported he contacted both the City's insurance consultant and insurance carrier. Both of them felt the City should maintain its current practice of having a study conducted and performed by registered professional traffic engineers every five years of active intersections with recommendations for change, if any. The City Attorney concurs. The 2005 Traffic Study was performed by TranSystems and is available for public review. The next Traffic Study is scheduled in 2010. Mr. Bennion stated this practice of conducting a study of active intersections every five years is appropriate, meets or exceeds area standards and shows the City's due diligence in addressing issues that may arise with traffic counts and accident patterns.

In addition, the Police Department annually conducts a summary of accident reports using internal resources. This report is used to identify intersections of concern and where patrol resources can best be utilized.

The primary causes of the recent accidents at 75th & Roe Avenue include driver inattentiveness, driving under the influence of alcohol and mechanical failure of the vehicle. The causes were not a result of intersection design. It is the opinion of staff that these occurrences do not merit a "unique response" as nothing indicates the condition or design of the intersection caused the accidents.

After careful consideration of all factors, staff recommends treating this situation the same as other intersections or similarly situated occurrences. The systematic and comprehensive plan of studying the intersections every five years is the City's current

standard and is an active approach to monitor potential problems with intersections and traffic safety.

Chief Jordan stated he spoke with the resident at 4609 West 75th Street, on Friday and explained the recommendation. He noted she was receptive to having the City focus on the intersection in its 2010 study. Chief Jordan stated staff is also reviewing changing the format of that study and scope of services

David Belz confirmed there are some things the property owner can do on their property with landscaping within the City's regulations on sight triangles.

Diana Ewy Sharp confirmed the City has addressed the recommendations for this intersection in previous studies.

Park & Recreation Committee

Diana Ewy Sharp stated she would have a report from the Parks Master Plan Committee at the next City Council meeting.

OLD BUSINESS

There was no Old Business to come before the Council.

NEW BUSINESS

Mayor Shaffer thanked Councilman Charles Clark for his work in organizing the recognition and reception for Joyce DiDonato.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	01/21/2009	7:00 p.m.
Villagefest Committee	01/22/2009	7:00 p.m.
Environmental/Recycle Council Committee	01/02//2009	7:00 p.m.
Council	02/02/2009	6:00 p.m.
Council	02/02/2009	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit of City of Prairie Village owned art for the month of January.

The NEJC Chamber Legislative Breakfast is January 24 at 7:30 a.m. at the Ritz Charles. Please RSVP to Jeanne by January 21 if you would like to attend.

The annual large item pick-up has been scheduled for April 25th.

Prairie Village Gift Cards are on sale at the Municipal Building. This is a great way to encourage others to "Shop Prairie Village."

The 50th Anniversary books, Prairie Village Our Story, and Prairie Village Gift Cards continue to be sold to the public.

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 7:55 p.m.

Joyce Hagen Mundy
City Clerk



ADMINISTRATION

City Council Meeting Date: February 2, 2009

Consent Agenda: Renewal of Public Defender Contract

RECOMMENDATION

Staff recommends the Council renew a contract with the city's Public Defender, Robin A. Lewis.

BACKGROUND

The Prairie Village Municipal Court provides legal counsel to indigent defendants facing possible imprisonment. Typically, these cases involve charges of Driving under the Influence, Driving While Suspended, and certain Theft Charges.

Prior to 2008, the Municipal Court used a rotating list of defense attorneys approved by the Municipal Judges. To provide more consistent service to indigent defendants facing charges and to simplify the tracking of each case, the City determined that it would be better to contract with a single attorney to provide public defender services.

After completing an RFP process for services, the City entered into a contract with Robin A. Lewis to provide Public Defender services for the City in 2008. Ms. Lewis has been a litigation attorney for over 25 years. She has served as the sole Public Defender for the City of Prairie Village since January 1, 2008. The contract with Ms. Lewis expired on December 31, 2008 subject to renewal. Staff is recommending renewal of the contract until December 31, 2009.

FUNDING SOURCE

The Municipal Court budgets annually for public defender services. The proposed contract would cost \$12,500.00 annually or \$1,041.66 monthly. There are currently sufficient funds in the 2009 Municipal Court budget to cover this expenditure.

ATTACHMENTS:

- Renewal of Public Defender Contract January 1, 2009- December 31, 2009. The contract has been reviewed and approved by the City Attorney.

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: January 25, 2009

RENEWAL OF PUBLIC DEFENDER CONTRACT

The Public Defender Contract ("Contract") between the City of Prairie Village, Kansas ("CITY") and Robin A. Lewis ("ATTORNEY"), for the period January 1, 2008 through December 31, 2008, a copy of which is attached hereto, is hereby renewed, as of January 1, 2009, as follows:

1. The Contract is renewed for an additional one year period and shall terminate on December 31, 2009, subject to further renewal."
2. The CITY agrees to compensate ATTORNEY for the services described in the Contract the monthly sum of \$1,041.66 for the calendar year commencing January 1, 2009 through December 31, 2009.
3. The remaining provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Renewal to Public Defender Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Ronald L. Shaffer, Mayor

Attest:

Joyce Hagen Mundy
City Clerk

Approved as to form:

Catherine P. Logan
City Attorney

ATTORNEY

Robin A. Lewis



POLICE DEPARTMENT

Council Meeting Date: February 2, 2009

CONSENT AGENDA:

Consider an increase in the rate the City charges for off-duty contractual employment of police officers.

RECOMMENDATION

Staff recommends the rate charged for off-duty contractual services be increased by 5 percent from \$41.52 to \$43.60 per hour, upon appropriate notification of those entities that contract with the Police Department for such services.

SUGGESTED MOTION

I move for approval of the 5 percent rate increase to \$43.60 per hour for off-duty contractual services.

BACKGROUND

City Council Policy #320 authorizes Prairie Village police officers to work off duty within the City as police officers. The purpose of this policy is to provide a means to "increase law enforcement presence within the community by allowing police officers to perform duties for private employers while wearing the police uniform and equipment, thereby reducing crime within the community."

The last increase was put into effect in April 2007. In 2008, officers worked 1,199 hours performing contractual assignments, with billable hours totaling \$49,564.96. The Department's true costs were \$41.35 per hour.

PREPARED BY

Wes Jordan
Chief of Police
Date: January 27, 2009

WLJ:jlw

L/chf-jen/09 off-duty contractual



MAYOR

**Council Committee Meeting Date:
Council Meeting Date: February 2, 2009**

Consent Agenda: Consider Reappointments to Civil Service Commission

RECOMMENDATION

Mayor Shaffer requests Council ratification of the reappointment of Lori Sitek and Thomas Brill to the Civil Service Commission with their terms expiring in January, 2012.

BACKGROUND

Lori Sitek has served on the Civil Service Commission since February 1996. Ms Sitek's experience as a human resources professional has been beneficial to the Commission. Thomas Brill has served on the Commission since September, 2005. Mr. Brill also serves on the Mission Hills City Council and brings extensive legal background to the Commission.

ATTACHMENTS

Volunteer application - Lori Sitek
Volunteer application - Tom Brill

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: January 28, 2009

City of Prairie Village
APPLICATION TO VOLUNTEER

V.M.M.
9:30 AM
Thursday
Jan 25

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208.

Name Lori Sitek
Address 4424 W. 71st Terr Ward 2
Telephone: Home 722-6689 Work N/A
Business Affiliation N/A
Business Address N/A
What Committee interests you? Civil Service Commission

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

I am new to the Prairie Village and Kansas City area and am in a position to be of help to the city. I have 5 years experience as a Human Resource professional in the areas of recruiting, employee relations and employee benefits. These skills and experience will benefit the Civil Service Committee.

Thank you.

*Submitted to Director
for interview
Recruitment*

Interview done

Appointed 2/23/96

Thank you for your interest in serving our community.



City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name Tom Brill Spouse's Name Bridget

Address 6552 Sagamore Road Mission Hills, KS Zip 66208 Ward _____

Telephone: Home 362-4812 Work 677-2004 Fax 677-2152

E-mail brillkc@aol.com Other Number(s): _____

Business Affiliation Law Office of Thomas H. Brill

Business Address 6552 Sagamore Road, Mission Hills, Kansas 66208

What Committee(s) interests you? _____

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

P.V. Police Academy; City Council, Mission Hills (1999-2002) (2005-Present)

The Children's Therapeutic Learning Center, Kansas City, Mo (Board of Directors, 1995-2001)
(Chairman, 2000-2001)

KCPT Public Television 19 (Board of Directors, 1998-2001)

Centurions Leadership Program, Greater Kansas City Chamber of Commerce (Chairman, 1989)
(Bernard Powell Award, 1995)

Mediation training (Pepperdine University School of Law, July, 1998) (Harvard Law School
1997, 1998) (Neutral on The American Arbitration Association's National Roster of
Arbitrators and Mediators, 1998-2004)

Thank you for your interest in serving our community.

COUNCIL COMMITTEE OF THE WHOLE
January 20, 2009

The Council Committee of the Whole met on Tuesday, January 20, 2009 at 6:00 p.m. The meeting was called to order by Council President David Voysey with the following members present: Mayor Shaffer, Al Herrera, Ruth Hopkins, Michael Kelly, Andrew Wang (arrived late) 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; Tom Trienens, Manager of Engineering Services; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator; Suzanne Lownes and Joyce Hagen Mundy, City Clerk.

David Belz moved the approval of the Consent Agenda for Tuesday, January 20, 2009:

- **Reject the bids for Projects 190649 and 190655: Windsor and Porter Park Ball Field Improvements.**

COUNCIL ACTION REQUIRED
CONSENT AGENDA

- **Approve an agreement with Amazing Cities to facilitate the January 31, 2009 City Council Work session.**

COUNCIL ACTION TAKEN
01/20/2009

The motion was voted on and passed unanimously.

COU2009-21 Consider Construction Administration Agreement for Project 190865: 2009 CARS, Roe Avenue: Somerset Drive to 83rd Street

Tom Trienens six consultants submitted proposals for Construction Administration Services for 2009 projects. The six were narrowed down to three and on December 17, 2008, the Consultant Selection Committee conducted oral interviews with Shaffer Kline & Warren (SKW), Delich, Roth & Goodwillie, P.A. (DRG) and TranSystems with the committee selecting TranSystems.

Funding is available under the Capital Infrastructure Program in the amount of \$31,000 for Project 190865: 2009 CARS, Roe Avenue - Somerset Drive to 83rd Street. Mr. Trienens noted fifty percent of this amount (\$15,500) will be reimbursed by the County.

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

MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR PROJECT 190865: 2009 CARS, ROE AVENUE FROM SOMERSET DRIVE TO 83RD STREET IN THE AMOUNT OF \$31,000

COUNCIL ACTION REQUIRED
CONSENT AGENDA

COU2008-97 Consider Construction Administration Agreement for Project 190869: 2009 Street Resurfacing Program

Tom Trienens six consultants submitted proposals for Construction Administration Services for 2009 projects. The six were narrowed down to three and on December 17, 2008, the Consultant Selection Committee conducted oral interviews with Shaffer Kline & Warren (SKW), Delich, Roth & Goodwillie, P.A. (DRG) and TranSystems with the committee selecting TranSystems.

Funding is available under the Capital Infrastructure Program in the amount of \$143,000 for Project 190869: 2009 Street Resurfacing Program.

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

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR PROJECT 190869: 2009 STREET RESURFACING PROGRAM IN THE AMOUNT OF \$143,000
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-17 Consider Construction Administration Agreement for Project 190877: 2009 CARS - 83rd Street Resurfacing: Roe Avenue to Somerset Drive

Tom Trienens six consultants submitted proposals for Construction Administration Services for 2009 projects. The six were narrowed down to three and on December 17, 2008, the Consultant Selection Committee conducted oral interviews with Shaffer Kline & Warren (SKW), Delich, Roth & Goodwillie, P.A. (DRG) and TranSystems with the committee selecting TranSystems.

Funding is available under the Capital Infrastructure Program in the amount of \$31,000 for Project 190877: 2009 CARS, 83rd Street from Roe Avenue to Somerset Drive. Mr. Trienens noted fifty percent of this amount (\$15,500) will be reimbursed by the County.

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

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR PROJECT 190877: 2009 CARS, 83RD STREET FROM ROE AVENUE TO SOMERSET DRIVE IN THE AMOUNT OF \$31,000
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-15 Consider Construction Administration Agreement for Project 190721: 2009 Storm Drainage Repair Program

Tom Trienens six consultants submitted proposals for Construction Administration Services for 2009 projects. The six were narrowed down to three and on December 17,

2008, the Consultant Selection Committee conducted oral interviews with Shaffer Kline & Warren (SKW), Delich, Roth & Goodwillie, P.A. (DRG) and TranSystems with the committee selecting TranSystems.

Funding is available under the Capital Infrastructure Program in the amount of \$63,000 for Project 190721: 2009 Storm Drainage Repair Program

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

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR PROJECT 190721: 2009 STORM DRAINAGE REPAIR PROGRAM IN THE AMOUNT OF \$63,000
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-20: Consider Construction Administration Agreement for Project 190871: Mission Lane Bridge Replacement

Tom Trienens stated George Butler Associates designed this project. He noted in the past, Public Works has utilized a different engineering consultant to perform construction administration than the one that designed the project. However in this case, due to the complexity of this project and the great familiarity with the many details of the bridge replacement, it is recommended that GBA be retained to perform the construction administration. He noted they performed the construction administration on the Tomahawk Bridge replacement and their work was of good quality. Mr. Trienens noted the fee for construction administration services is larger than other projects due to the complexity and engineering that is required for this project.

Funding is available under the Capital Infrastructure Program in the amount of \$121,500 under Project 190871: Mission Lane Bridge Replace.

David Belz made the following motion, which was seconded by Diana Ewy Sharp and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH GEORGE BUTLER ASSOCIATES FOR PROJECT 190871: MISSION LANE BRIDGE REPLACEMENT IN THE AMOUNT OF \$121,500
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Charles Clark noted many of these projects have been submitted to MARC for consideration as Economic Stimulus Projects and asked if the City had received any word on their status. Quinn Bennion responded the City has not received any word as to the exact date these projects will be selected. Mayor Shaffer noted the MARC Board meets next Tuesday and more information should be available after that meeting. Mr. Clark asked if these

projects were started with City funds, if the City could be reimbursed for its expenditures if approved for funding.

Quinn Bennion stated that the program has not been defined yet, so it is uncertain if funds would be reimbursed. The #1 project submitted for funding by the Economic Stimulus Funds was 83rd Street Storm Drainage. Charles Clark said he felt it was likely that funds would not be made available quickly and that the projects would need to be started using City funding. Mr. Bennion added a number of the projects being submitted would have usually been funded with funds received from the gas tax which the Governor is proposing to cut the second half of 2009.

COU2009-12 Consider 2010-2014 CARS Application

In order to receive CARS funds, the City must annually submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS Program 2010 to 2014. The Public Works Department compiled the list based on the pavement condition. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk and milling/overlaying the pavement.

Program Year	Street Segment	Limits	Total Estimated Construction Cost	Prairie Village Cost
2010	83rd Street	Nall Avenue to Roe Avenue	\$630,000	\$315,000
2010	Nall Avenue	75 th Street to 79 th Street	\$672,000	\$336,000
		Total	\$1,302,000	\$651,000
2011	Somerset Drive	83 rd Street to Mission Road	\$480,000	\$240,000
2011 *	Lamar Avenue	75 th Street to 79 th Street	\$486,000	\$203,000
		Total	\$966,000	\$443,000
2012	Somerset Drive	Roe Avenue to Nall Avenue	\$935,000	\$467,500
		Total	\$935,000	\$467,500
2013 **	Somerset Drive	Belinder Ave to Mission Rd	\$915,000	\$282,500
		Total	\$915,000	\$282,500
2014 ***	Somerset Drive	Stateline Rd. to Belinder Ave.	\$533,000	\$106,500
2014	Roe Avenue	79 th Street to 83 rd Street	\$505,000	\$252,500
		Total	\$1,038,000	\$359,000

* Joint project with the City of Overland Park (OP share approximately \$40,000)

** Joint project with the City of Leawood (Leawood share approximately \$175,000)

***Joint project with the City of Leawood (Leawood share approximately \$160,000)

Tom Trienens noted the City submits an application annually and can revise future year requests. The projects listed for 2010 are the primary projects. The costs include construction and construction administration. Design costs are not included, as the CARS program does not fund design.

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

**MOVE THE CITY COUNCIL APPROVE THE APPLICATION FOR 2010-2014
COUNTY ASSISTANCE ROADS SYSTEM (CARS) PROGRAM
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-14 Consider Design Agreement for Project 190870: 2010 Street Resurfacing Program

Tom Trienens reported eight consultants submitted proposals for the design of the 2010 Storm Drainage Repair Program. The eight were narrowed down to two and on December 1, 2008, the Consultant Selection Committee conducted oral interviews with George Butler Associates (GBA) and Affinis. Mr. Trienens noted that after the two consultants were selected for interview, staff decided to include the 2010 Street and CARS resurfacing programs as part of the interview since it was decided that HNTB would not be asked to perform street design for a second year. The committee selected Affinis for the design. The streets to be reviewed in the concept phase of Project 190870 are:

- Canterbury Drive Cul-de-sac (77th Street to the End)
- El Monte Street (74th Terrace to 75th Street)
- 79th Terrace (Rosewood Drive to Nall Avenue)
- Juniper Lane (83rd Street to 86th Street)
- Cedar Street (70th Terrace to 71st Street)
- 79th Street (Nall Avenue to Roe Avenue)
- Aberdeen Street (77th Street to 79th Street)
- Outlook Drive (Reeds Street to 81st Street)

Mr. Trienens noted this list is subject to change after the consultant has completed the concept phase. The final list will be determined based on scope of work and available budget. Funding is available in the Capital Infrastructure Program in the amount of \$190,000.00 under Project 190870: 2010 Street Resurfacing Program with a transfer of \$14,000.00 from Streets Unallocated.

Laura Wassmer noted recent concerns with sidewalks being constructed on cul-de-sacs and asked how large the Canterbury Drive cul-de-sac was and if there was currently a sidewalk. David Belz responded this is a long cul-de-sac. Tom Trienens stated he thought there was an existing sidewalk, but could not say for sure. Ms Wassmer suggested this street be removed from the list until it would be verified if it had a

sidewalk. David Voysey asked Tom Trienens to provide the requested information prior to the City Council taking action on this item at the next City Council meeting.

David Belz made the following motion, which was seconded by Ruth Hopkins passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT
WITH AFFINIS CORPORATION FOR PROJECT 190870: 2010
STREET RESURFACING PROGRAM IN THE AMOUNT OF \$204,000.00
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Note: Tom Trienens sent the following information to the City Council on January 21, 2009:

The Canterbury Drive cul-de-sac runs approximately 700 feet to the north of 77th Street and has sidewalk on the east side. However, there is a smaller cul-de-sac (approximately 200 feet long) to the west of Canterbury which does not have a sidewalk.

If this street moves forward, after the concept phase, the plan would be to repair/replace the existing sidewalk as needed and address the smaller cul-de-sac as required by the existing Council Policy or revised policy which Council has asked Public Works to consider for cul-de-sacs. If a revised policy for sidewalks were to be adopted, there is enough time to apply it to Canterbury prior to starting design.

COU2009:-16: Consider Design Agreement for Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall to Roe Avenue

Tom Trienens reported eight consultants submitted proposals for the design of the 2010 Storm Drainage Repair Program. The eight were narrowed down to two and on December 1, 2008, the Consultant Selection Committee conducted oral interviews with George Butler Associates (GBA) and Affinis. Mr. Trienens noted that after the two consultants were selected for interview, staff decided to include the 2010 Street and CARS resurfacing programs as part of the interview since it was decided that HNTB would not be asked to perform street design for a second year.

Funding is available under the Capital Infrastructure Program in the amount of \$52,000 under Project 190876: CARS, 83rd Street, Nall Avenue to Roe Avenue with a transfer of \$7000.00 from Streets Unallocated.

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

**MOVE THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT
WITH AFFINIS CORPORATION FOR PROJECT 190876: 2010
CARS, 83RD STREET RESURFACING, NALL AVENUE TO ROE
AVENUE IN THE AMOUNT OF \$59,000.00
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2009-18 Consider Agreement for Swimming Pool Conformance

Suzanne Lownes reported there are new governmental regulations, Title XIV (Virginia Graeme Baker Pool and Spa Safety Act) and APSP-7 (The American National Standard for Suction Entrapment Avoidance in Swimming Pools) required of public swimming pools. Water Technology, Inc. was the design engineer for the last pool renovation and has the most knowledge of our system. They will assist in reviewing our facility to determine each of the pool outlets level of conformance to Title XIV and SPSP-7. Funding is available for this in the Pool Reserve Fund.

Ruth Hopkins asked if Water Technology has performed this type of work previously and if they can provide the information needed. Suzanne Lownes responded they know what perimeters are being required for compliance and have the most complete information on the design and construction of the City's pools.

Diana Ewy Sharp noted these are new regulations which Mr. Pryzby had advised the Council would be coming out in response to a serious accident. Mrs. Hopkins asked if the regulations are required at this time Ms. Lownes stated they have been mandated by the Federal Government. The goal is to have Water Technologies determine what needs to be done to bring the city's pools into compliance with the hope that the work can be completed prior to the opening of the pools for the 2009 season. Mrs. Hopkins asked if Water Technologies would be able to make the necessary repairs. Ms Lownes responded they are engineers and the work would need to be done by an outside contractor.

Charles Clark added the City also needs to determine how much needs to be done and how much will be needed to fund the work. Mrs. Ewy Sharp noted this is a problem for cities throughout the country to bring existing public pools into compliance with the new regulations.

Diana Ewy Sharp made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE TO APPROVE AN AGREEMENT WITH WATER TECHNOLOGY
INC TO ASSIST IN THE REVIEW OF THE AQUATIC FACILITY FOR AN
EVALUATION OF COMPLIANCE WITH TITLE XIV AND APSP-7
REGULATIONS FOR \$5,250.00**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2007-51 Consider Village Vision

Quinn Bennion noted this would be discussed at the upcoming Council Work session.

STAFF REPORTS

Public Safety

Chief Wes Jordan reviewed the 2008 final crime statistics for the City of Prairie Village. He noted that overall crime has been relatively flat in the City with the exception of residential burglaries. October, 2008, had the highest crime rating. It was during this time the department issued the broadcast the "Code Red" message alerting residents of an increase in residential burglaries. Chief Jordan noted the response to that broadcast continues to be positive.

The Department is still seeing "crimes of opportunity" whether they are auto thefts of vehicles left running or residential burglaries. He noted the department has solved two of the residential burglaries; however, at this time, they have not been able to determine if there is any relationship between these and other burglaries. Laura Wassmer asked what the resident response has been to the ordinance against leaving unlocked vehicles running. Chief Jordan responded it has been both positive and very negative, although they have been giving verbal warnings and not writing tickets.

Chief Jordan believes that as the economy continues to go down, the crime rate will continue to increase. He noted the increase in violent crimes in cities surrounding Prairie Village. On the positive side, Chief reported that vehicles accidents have continued to decline since 2004 and a study conducted by the Kansas Department of Transportation, the City had a 97% compliance rating on people wearing seatbelts. The County's compliance rate was 83%. He noted recent changes require children eight and under to be in car seats depending on their weight.

David Voysey asked how the crime rate in Prairie Village compares to that in other cities. Chief Jordan responded statistics from other cities are not available at this time. A recent news report noted an under-reporting of crime in Kansas City, Missouri. Mr. Voysey asked if there crimes were rated per capita. Chief Jordan responded they are rated per population of 1000. Mr. Voysey stated he has been told that several crimes occurring on the Plaza are not reported.

Chief Jordan also noted in differences in determining response time ratings. Prairie Village determines its response time from the time the call is received at Dispatch to the time the officer arrives on the scene. Kansas City, Missouri rates their response time from the time the officer is dispatched to their arrival on the scene.

Chief Jordan announced he is currently serving as President of the Johnson County Police Chiefs Association. He advised the Council at a recent meeting the Chief of Police for City of Shawnee announced that Shawnee would be discontinuing their DARE Program.

Public Works

- The Department has received a positive response from residents on its response to the snowfall last Friday.
- Bob Pryzby is doing well and plans to attend the Council Work Session on January 31st. He will be seeking approval to return to work on a part-time basis in February.

Laura Wassmer asked about ponding water at 69th & Roe after snow and/or rain. Suzanne Lownes reported the department is aware of the problem which was initially thought to be caused by WaterOne. However, they have stated they are not the source. The Department continues to try to determine the source of the problem. Ruth Hopkins added another area of concern is 71st & Cedar. The Department will continue to investigate these problems. It was suggested that Council members could contact WaterOne Board members with concerns.

Administration

Finance Director Karen Kindle reported the 2009 Budget, which is on the City's website, has been printed and distributed to Council members. She noted the new formatting of the document and asked for Council feedback. Quinn Bennion added a significant amount of time was spent on creating the best possible format for the representation of the City's budget both to the Council and residents. He noted staff will continue to seek ways for improvement. The document follows GFOA guidelines and has been submitted for review by GFOA.

Karen Kindle presented a summary of the Governor's proposed budget cuts and their potential impact on Prairie Village.

The proposed cut of the Liquor Tax would have an impact of \$27,200,000 statewide and a potential loss of \$258,000 for Prairie Village. It was noted one-third of this revenue is used to fund parks capital projects, one-third to fund DARE and alcohol agency programs and the remaining third goes into the City's General Fund.

The proposed cut of the Machinery & Equipment tax would have an impact of \$39,763,000 statewide, but a minimal impact of \$1,000 on Prairie Village. Quinn Bennion noted this proposed cut will have a much greater impact on the cities of Overland Park, Lenexa and Olathe. The Railroad M&E cut would have an impact of \$5,500,000 statewide. This was included in the City's M&E budget, there would not be any additional impact.

The Special City-County Highway Funds are projected to have a 2009 statewide impact of \$10,063,664 with a potential loss to the City of \$600,000. It is believed reductions in the receipt of these funds will begin in 2009. Quinn Bennion noted the Governor has proposed a 6.6% reduction; however, that amount could be increased or decreased by the Legislature for 2009 and/or 2010. The 2010 Special City-County Highway tax amount has not yet been determined. For the sake of planning, staff has presented the same numbers for 2009 and 2010.

The LAVTR reduction statewide is for \$13,500,000. Prairie Village has not budgeted for any receipt of funds from this account. Ms Kindle noted the projected total proposed reduction in revenue for the City is \$169,600 in 2009 and \$148,800 in 2010 for a total of \$318,400.

Diana Ewy Sharp asked the Council how they felt they should respond. David Voysey stated the City needed to spend less. Mayor Shaffer noted this is not new, that the State has previously withheld funds from the County and Cities for their own use. Diana Ewy Sharp expressed concern that once these funds were reduced, they would not ever be returned to the cities. Ruth Hopkins noted the options are limited for the State as it needs to balance its budget. Mrs. Ewy Sharp stated it should not be balanced on the backs of cities and that the City should not simply accept the cuts.

Michael Kelly reported on his attendance at a recent Drug and Alcoholism Council meeting where this topic was their primary topic of discussion as the Council is funded by the Liquor Tax and the proposed reduction would have a significant impact on the residents of the County now receiving services. The DAC services over 40,000 people in Johnson County. He noted that 53% of Kansas state programs have been held harmless under the proposed reduction with the other 47% of the programs taking the total hit.

Mr. Kelly stated he does not feel the cities will be effective in getting the Legislature to work with them, but feels it needs to be a grassroots movement from those individuals and programs being impacted. He feels the true cost of these cuts will be reflected in dollars and/or public safety services to residents.

Mayor Shaffer noted this is the beginning of the discussions and noted this will be a long process. It will affect every city in the state and cities need to join together to address what is happening.

David Belz asked for clarification on which reductions would impact the City in 2009 and in 2010. Quinn Bennion responded the State's fiscal year ends June 30th thus impacting both 2009 and 2010 city budgets. It is difficult to determine the exact and full impact at this time. The proposed 6.6% reduction could have some impact on 2009; however, any greater increase would cause significant issues. 2009 reductions would take place between now and July 1, 2009 with 2010 reductions hitting after July 1st.

David Belz noted that the impact to CARS projects is already being felt as some cities are unable to come up with the required matching funds. Mr. Bennion noted the CARS program is mostly funded with the Johnson County portion of gas tax and that reduction will be passed on to the city projects. Mrs. Hopkins stated the County is also struggling to balance its budget.

Mayor Shaffer noted the Mayors and City Administrators will be discussing these concerns in their meetings and will keep the Council advised. Quinn Bennion added the information distributed this evening will be handed out to the City's Legislative

representatives on January 31st. He feels a unified approach to the issues will be more successful.

David Voysey asked the combined impact of the proposed cuts together with anticipated decreased property appraisals. Karen Kindle responded the projected revenue loss from decreased property values is \$75,000 to \$100,000 and an estimated \$150,000 on the gas tax reductions for a probable loss in revenue of \$250,000. However, she stressed the need for more concrete numbers for a more accurate projection. Quinn Bennion added because of the differing fiscal years, it is not certain when the reductions will actually take place. Charles Clark noted this is the kind of issue that is usually not resolved until the end of any Legislative Session and this is only the beginning of the session.

Quinn Bennion noted the question is whether the State will withhold any distributions to the County and Cities while the issues are still be considered. Ruth Hopkins cautioned this happened earlier in the year with the distribution of funds to school districts. He does not think that will happen.

Mayor Shaffer asked City Administrator Quinn Bennion to keep the Council advised on a week to week basis as more information becomes available.

Chris Engle encouraged Council members to attend the upcoming City Hall Capital Day on January 28th in Topeka. He noted he will be attending with Ruth Hopkins and Charles Clark.

Dennis Enslinger reminded the Council that the City's contract for Solid Waste Services expires at the end of the year. Staff is currently reviewing agreements other cities have for these services to evaluate whether it would be better for the City to go out to bid for these services or to negotiate with Deffenbaugh. Mr. Enslinger noted the only other provider that is able to provide all the services required by the City is Town & Country. He noted Prairie Village is larger of any of the other cities being serviced by them.

Mr. Enslinger advised that Deffenbaugh is moving towards having only one polycart container that would service all materials. This would require a change to the City's current Solid Waste regulations. Mr. Enslinger noted he is currently meeting with area homes associations to discuss possible changes that may occur in the City.

Ruth Hopkins advised that residents would be charged extras for any materials they are not able to fit into the one container. She noted there is currently a large volume of material going into the landfill that could and should be recycled. Mayor Shaffer noted several residents take their recycled materials to the boxes located at the area schools. Mr. Enslinger added that compost will be banned from the landfill and residents will be encouraged to convert to paper bags in 2009.

Al Herrera suggested residents be encouraged to use the bins provided at the schools for recycling with this promoted through the Village Voice. Mr. Enslinger reported that the schools now have bins for all recycled materials, not only for paper.

Dennis Enslinger reported the site plan for the Walgreen's Drug Store at 95th & Mission Road was approved by the Planning Commission at their last meeting with several conditions. The revised plan follows Village Vision and several accommodations have been made by the applicant including moving the existing sidewalk from the curb to five feet setback from the curb and significant additional landscaping. It is anticipated construction activity will begin in April. Ms Wassmer asked where the existing businesses would be locating. Mr. Enslinger stated the animal clinic is operating on a month to month lease, the lease of the store ends in April and O'Neill's lease has been purchased. The City has not been advised of where these businesses will move. Some council members stated they had heard O'Neill's would be moving to the other side of the Street.

CVS is on the Planning Commission agenda for February; however, no new plans have been submitted to staff for review. No action is anticipated.

Quinn Bennion stated that three years ago the FBD conducted a salary study for the City with a recommendation for another study to be conducted in three years to ensure that compensation levels were continuing to be satisfactory. Mr. Bennion and Nic Sanders, the City's Human Resources Specialist met with representatives of FBD. Funding for the study is included in the 2009 budget; however, after reviewing their proposal and current economic conditions, staff feels it is not the right time to pursue this study.

Last Friday, the City closed on its purchase of the property at 3541 Somerset. Laura Wassmer asked what is intended for the building. Suzanne Lownes responded the Public Works Director wants to have the building thoroughly checked out before determining the City's best use for this space.

Quinn Bennion reported he has been asked to join a group of City Administrator's to review franchise agreements in view of recent and proposed changes in the definition of services covered under these agreements.

Saturday, January 31st the City Council will follow its Legislative Breakfast with a Council Work session led by Jim Hunt. Mr. Hunt will be contacting Council members prior to the event.

The City has reserved five spaces for the March National League of Cities Conference in Washington, D.C. Please let Mayor Shaffer know if you are interested in attending this conference.

The Council member laptops, which were purchased three years ago, are scheduled for replacement this year. The City's IT staff is currently preparing specs for new units. Requests have been made by some Council members regarding the possibly of purchasing their current laptops when the new ones are received. Questions have arisen regarding the licensing of the software on these units as the City has only purchased a limited number of software licenses and that impact when the units are replaced.

Four staff members will be making on-site visits to the two final vendors for new financial software. The visits will include visits to both the vendors' offices and to companies currently using the proposed software.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, President David Voysey adjourned the meeting at 7:20 p.m.

David Voysey
Council President

MAYOR'S ANNOUNCEMENTS
Monday, February 2, 2009

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	02/03/2009	6:30 p.m.
Planning Commission	02/03/2009	7:00 p.m.
Sister City Committee	02/09/2009	7:00 p.m.
Park & Recreation Committee	02/11/2009	7:00 p.m.
Council Committee of the Whole (Tuesday)	02/17/2009	6:00 p.m.
City Council (Tuesday)	02/17/2009	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit of City of Prairie Village owned art for the month of February. The reception will be held on February 13th from 6:30 - 8:30 p.m.

The City offices will be closed on Monday, February 16th in observance of President's Day. Deffenbaugh **DOES NOT** observe this holiday. Trash pick-up will be as normal that week.

The annual large item pick-up has been scheduled for April 25th.

Prairie Village Gift Cards are on sale at the Municipal Building. This is a great way to encourage others to "Shop Prairie Village."

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

INFORMATIONAL ITEMS
February 2, 2009

1. Board of Zoning Appeals Agenda - February 3, 2009
2. Planning Commission Agenda - February 3, 2009
3. Sister City Committee Minutes - January 13, 2009
4. VillageFest Committee Minutes - January 22, 2009
5. Mark Your Calendars
6. Committee Agenda

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
TUESDAY, February 3, 2009
6:30 P.M.
Multi-Purpose Room**

I. ROLL CALL

II. APPROVAL OF MINUTES - December 9, 2008

III. ACTION ITEM

BZA2009-01 Request for a Variance from P.V.M.C. 19.08.025(a)
to allow for construction of a building addition giving
a zero side yard setback on the west side property
line of 7338 Roe Circle
Zoning: R-1b - Single Family Residential District
Applicant: Debra Hudacek

IV. NEW BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

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

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, FEBRUARY 3, 2009
Council Chambers
7:00 P. M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - January 6, 2008

III. PUBLIC HEARINGS

**PC2008-10 Request for Conditional Use Permit for Drive-thru
8200 Mission Road
Zoning: C-2
Applicant : Landplan Engineering for CVS
(Continuance Requested by Applicant)**

**PC2009-02 Request for Conditional Use Permit for a Communications
Utility Box by AT&T in the right-of-way at
6730 Fonticello
Zoning: R-1a
Applicant: Zach Zupan, representing AT&T**

**PC2009-03 Proposed Ordinance Revisions to Wireless Communications
Regulations - 19.33
Applicant: City of Prairie Village**

**PC2009-04 Proposed Ordinance Revisions to Definitions of Building
Height, Grade and Story - PVMC 19.02
Applicant: City of Prairie Village**

**PC2009-05 Proposed Ordinance Revisions to PVMC 19.34.040 -
Emergency Generators in residential districts
Applicant: City of Prairie Village**

IV. NON-PUBLIC HEARINGS

**PC2008-115 Site Plan Approval - Retail Building
Southwest Corner Somerset & Mission
Zoning: C-2
Applicant: Landplan Engineering for CVS
(Continuance Requested by Applicant)**

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

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

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

SISTER CITY COMMITTEE
13 January 2009
MINUTES

Call to Order

Chairperson Jim Hohensee called the meeting to order at 7.00pm. Members present: Cleo Simmonds, Carole Mosher, Dick Bills, Michael Kelly, JoAnn Memming, Rod Atteberry and Cindy Dwigans. Also present: Vera Glywa and Dan Andersen. Staff: Chris Engel.

Dick moved for the Committee to express its deep appreciation to Rod and Dan for hosting the holiday party. Michael seconded the motion and it passed unanimously.

Proposed Ukrainian Art Exhibit

Dan Andersen from the Arts Council proposed the Committee host a show in the gallery this September featuring Ukrainian art from local artists and directly from Ukraine if possible. He has been in contact with someone who could assist us in receiving a \$2000 grant from the Kansas Art Commission. The Committee agreed this was a great suggestion and worthy of pursuing. There was discussion over the difficulties in shipping so hand-carrying some art during the May visit was discussed. **Cleo moved to put Rod in charge of investigating the feasibility of acquiring enough art for a September showing. Dick seconded the motion and it passed unanimously.**

New Initiatives for the Coming Year

Carole reported that Mission Valley is interested in a pen pal program with Ukraine. Cindy recommended the Committee have a booth at Villagefest. There was discussion of bringing back items from the May visit to display or possibly cooking something.

Website

There was discussion over the information on the website being dated. Michael informed the Committee the City is in the process of looking at updating its web presence so the Sister City page could be more easily updated. Jim will work on updating the current page.

Changes in Committee Structure

There was continued discussion over creating official volunteer roles within the Committee (i.e. PR, treasure, historian, student liaison, fund raising.) Dick volunteered to be the secretary/correspondent, Carole to be student coordinator and Jim as webmaster/historian with an eye on digitizing all pertinent documents for eventual web archiving. Cindy volunteered as treasurer and will be exploring the opening of a private account for ready access to raised funds. Cindy was given \$115.05 to open the account and Vera gave a \$60 check for deposit in the Municipal Foundation account. Dick expressed deep gratitude to Vera, Cindy, and Carole for their fund raising efforts over the holiday season.

Budget Process

Chris explained the need to better budget the Committees available funds. He also mentioned that with better financial control and tighter accounting measures the recent addition of a new Sister City could lead to a larger budget.

May Visit to Dolya

There was discussion that a formal invitation has not arrived. However, the offer thus far includes home stays for up to seven individuals. There was discussion over who those seven should be. Committee members, business leaders, Council Members, people from the School for the Blind, someone from Kiwanis's, or home stay hosts? The consensus was it should be a

mixture but everyone that goes should be sent with furthering the relationship as the top priority. Cleo will contact Laryssa and try to get the ball rolling on an official invitation.

Other Items

Carole is working on planning the Shawnee Mission East student reception. She will report back to the Committee with more information as it becomes available.

Adjournment

The next meeting will be Monday, February 9 at 7.00 pm. The meeting was adjourned at 9:20 p.m.

Jim Hohensee
Chair

VILLAGEFEST COMMITTEE

January 22, 2009

The VillageFest Committee met January 22, 2009. Present and presiding, Chairman John Capito. Members present: Diana Ewy Sharp, Doug Sharp, Ed Roberts, Joel Crown, Luci Mitchell, Julie Weiss, Kathy Peters, Ann Doyle, Michael Doyle, Katie Aguilera, Lillian Kuras, Bob Pisciotta, Chief Wes Jordan, Sgt. Byron Roberson, and Jeanne Koontz.

Introductions

Committee Members introduced themselves.

Minutes

Joel Crown moved approval of the minutes of the July 2008 meeting. Ed Roberts seconded the motion which passed unanimously.

John Capito welcomed everyone. He said the biggest challenge this year will probably be fundraising.

Establish Sub-Committees and Designate a Chairperson

The following sub-committees were established and chairpersons were assigned.

- Decorations - Kathy Peters
- Entertainment - Ann Doyle
- Sponsorships - Luci Mitchell
- Marketing, Advertising and Material Design - Lillian Kuras
- Creativity Center - Katie Aguilera
- Patriotic Service - Michael Doyle
- Food - John Capito
- Hospitality - Doug Sharp
- Children's Parade - Julie Weiss
- Information Booth - Jim Bernard
- Student Contest - Ed Roberts
- Community Spirit Awards - Diana Ewy Sharp and Julie Weiss
- Bike Rodeo - Adam Taylor
- Children's Fingerprinting - Ed Roberts
- Train Show - Jim Hanson
- Committee Shirts - Luci Mitchell

Police/Fire Displays

Wes Jordan reported that Chris Andrews could not be here tonight but the Fire Department is willing to do the same thing as last year. Chris will take any suggestions the committee might have for this year. Wes reported that the Shawnee Mission East project is scheduled for completion in August but the parking should be better than last year.

Review Activities

The Committee reviewed all 2008 entertainment offerings. The committee decided to keep the following acts: Train Show, Child ID Center, HyVee, Creativity Center, Petting Zoo, Pony Rides (could be cancelled if not enough budget), Inflatables, Face Painters

(add more), Beaks N Wings, Chinook, Bike Rodeo, Children's Parade, Jim Cosgrove, Scott Klamm, Sluggerrr, KC Wolf, Sizzle (could be cancelled if not enough budget), and the Puppet Show.

The Committee is considering and reviewing the following acts: Chris Cakes prices and looking for a different coffee vendor, snack food vendor, Marching Cobras, Dino O'Dell or other children's act, adult band, singer at patriotic service, dance group, clowns, Uncle Sam and the car show.

Food

John Capito expressed the need for another food vendor or for HyVee to have multiple locations. Ed Roberts said that the Masons have expressed interest in selling food. They would provide barbeque. The committee agreed that it would be a nice addition. John said he would talk to HyVee about the service issues.

Patriotic Ceremony

John Capito suggested having revolutionary re-enactors do a 5 minutes skit and then have a treasure hunt for kids.

WOW Factor

John Capito suggested having a ferris wheel this year. They cost about \$6,000 so we might have to charge for rides. Joel Crown said he would look into it.

Joel Crown moved to adjourn at 8:10 pm. Ed Roberts seconded the motion which passed unanimously.

John Capito
Chair

**Council Members
Mark Your Calendars
February 2, 2009**

February 2009 Prairie Village Arts Collection mixed media exhibit in the R. G. Endres Gallery
 February 13 Artist reception in the R. G. Endres Gallery 6:30 - 8:30
 February 16 City offices closed in observance of President's Day
 February 17 (Tues.) City Council Meeting

March 2009 Deana Winter mixed media exhibit in the R. G. Endres Gallery
 March 2 City Council Meeting
 March 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
 March 16 City Council Meeting

April 2009 Christi Roberts-Bony oils exhibit in the R. G. Endres Gallery
 April 6 City Council Meeting
 April 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
 April 20 City Council Meeting

May 2009 Kay Trieb photography exhibit in the R. G. Endres Gallery
 May 4 City Council Meeting
 May 8 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
 May 18 City Council Meeting
 May 25 City offices closed in observance of Memorial Day

June 2009 L. Daniel Compton photography exhibit in the R. G. Endres Gallery
 June 1 City Council Meeting
 June 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
 June 15 City Council Meeting

July 2009 Mark Raynes photography exhibit in the R. G. Endres Gallery
 July 3 City offices closed in observance of Independence Day
 July 4 VillageFest
 July 6 City Council Meeting
 July 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
 July 20 City Council Meeting

August 2009 Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
 August 3 City Council Meeting
 August 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
 August 17 City Council Meeting

September 2009
 September 7 City offices closed in observance of Labor Day
 September 8 (Tues.) City Council Meeting
 September 21 City Council Meeting

October 2009 State of the Arts exhibit in the R. G. Endres Gallery
 October 5 City Council Meeting
 October 9 Artist reception in the R. G. Endres Gallery 6:00 - 8:00
 October 19 City Council Meeting

November 2009 Mid America Pastel Society exhibit in the R. G. Endres Gallery
November 2 City Council Meeting
November 13 Artist reception in the R. G. Endres Gallery 6:00 - 8:00
November 16 City Council Meeting
November 26 City offices closed in observance of Thanksgiving
November 27 City offices closed in observance of Thanksgiving

December 2009 Mimi Pettigrew oils exhibit in the R. G. Endres Gallery
December 4 Mayor's 2009 Holiday Party
December 7 City Council Meeting
December 11 Artist reception in the R. G. Endres Gallery 6:70 - 7:30
December 21 City Council Meeting
December 25 City offices closed in observance of Christmas

COMMITTEE AGENDA

February 2, 2009

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

- COU2006-38 Consider Park & Recreation Committee Master Plan (assigned 09/27/2006)
- 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)
- COU2008-25 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/27/2008)
- 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)
- COU2008-98 Consider Policy amendment regarding pool passes for employees (assigned 12/10/2008)
- 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)
- COU2009-04 Consider Project P5000: 2009 Crack Seal/Slurry Seal Program (assigned 12/23/2008)
- COU2009-05 Consider Project P5001: 2009 Street Repair Program (assigned 12/23/2008)
- COU2009-12 Consider 2010-2014 CARS Application (assigned 1/9/2009)
- COU2009-14 Consider Design Agreement for Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)
- COU2009-15 Consider Construction Administration Agreement for Project 190721: 2009 Storm Drainage Repair Program (assigned 1/13/2009)
- COU2009-16 Consider Design Agreement for Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)
- COU2009-17 Consider Construction Administration Agreement for Project 190877: 2009 CARS, 83rd Street Resurfacing: Roe Avenue to Somerset Drive (assigned 1/13/2009)
- COU2009-18 Consider Agreement for Swimming Pool Conformance Evaluation (assigned 1/13/2009)
- COU2009-19 Consider Agreement for Contract Services with Amazing Cities (assigned 1/15/2009)
- COU2009-20 Consider Construction Administration Agreement for Project 190871: Mission Lane Bridge Replacement (assigned 1/15/2009)
- COU2009-21 Consider 2009 Minor Home Repair Program (assigned 1/23/2009)
- COU2009-22 Consider Pool Usage agreement with JCPRD, Fairway, Mission and Merriam on Swim and Dive Meet Days (assigned 1/28/2009)
- COU2009-23 Consider agreement by and among the Cities of Prairie Village, Merriam, Mission, Fairway, Roeland Park and Johnson County Kansas Parks and Recreation District for use of swimming pool facilities. (assigned 1/28/2009)

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)
- PC2008-01 Consider Cell Tower Policy (assigned 3/19/2008)
- 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)