

# CITY OF PRAIRIE VILLAGE

**October 17, 2011**  
**City Council Meeting**  
**6:00 p.m.**



COUNCIL COMMITTEE  
October 17, 2011  
6:00 P.M.  
Council Chambers

AGENDA

DALE BECKERMAN, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

Presentation on Mayor's holiday lighting display at City Hall  
Mayor Shaffer

\*COU2011-51 Consider renewing City's health, dental, and vision insurance providers  
Nicholas Sanders

\*COU2011-50 Consider approval of bid from Kansas City Tree for 2011 tree trimming  
program  
Bruce McNabb

Follow-up discussion regarding 84<sup>th</sup> St and Mission Rd planning  
process  
Dennis Enslinger

EXECUTIVE SESSION

\*Council Action Requested the same night



## COUNCIL COMMITTEE

Council Committee Meeting Date: October 17, 2011  
City Council Meeting Date: October 17, 2011

Consider renewing City's health, dental, and vision insurance providers, as recommended by City staff.

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### SUGGESTED MOTION

Move that the Committee:

- 1) Approve Blue Cross Blue Shield of Kansas City as the City's health insurance provider for the 2012 plan year, with a 0% increase in premiums.
- 2) Approve Delta Dental of Kansas as the City's dental insurance provider for the 2012 plan year, with a 0% increase in premiums.
- 3) Approve Superior Vision as the City's vision insurance provider for the 2012 plan year, with a 0% increase in premiums.
- 4) Approve the addition of a non-tobacco user discount and coverage of domestic partners.

### BACKGROUND

After several years of plan increases and plan changes, this year's renewal rates are a 0% increase due to the plans performance. The City currently contracts with Blue Cross Blue Shield of Kansas City (BCBS) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from BCBS for the 2012 plan year. The renewal is based on the claims incurred by plan participants over the twelve month period of September 2010 - August 2011; the City's loss ratio for this period was 53%. With the outstanding loss ratio, BCBS responded with a 0% renewal increase. Staff attributes a portion of the plan's outstanding performance to the ongoing wellness campaign and the health risk assessment.

Based on the renewal information, the monthly cost sharing structure for the BCBS plans are attached and are the same as 2011 with a \$20 increase for each plan. A non-tobacco user will receive a \$20 reduction resulting in the same employee rates as 2011. The City will continue to offer four (4) types of plans for employees to select.

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2012 at a 0% increase. This will include moving the dependent child limiting age to age 26 regardless of student or marital status, as well as including coverage for domestic partners. The dental insurance renewal also includes a rate cap for the 2013 renewal of 5.50%, well under the current trend of 6-8% annually.

The City's vision insurance provider, Superior Vision, has also agreed that they will accept the domestic partner benefits with no cost impact. The current dependent age on the vision insurance is already at 26 to match the health insurance.

Beginning in 2011, employees who participated in a Health Risk Assessment (HRA) conducted by BCBS received a \$20 reduction in their monthly premium costs. Employees are required to go through a basic physical screening in to determine height, weight, and cholesterol level. With those results, the employee will enter them into an online questionnaire that provides recommendations based on their individual data. This differential will be continued for 2012 with employees participating in on-site HRA during December 2011.

With the continuation of the HRA premium differential, City staff recommends that there be an additional differential for any non-tobacco users covered on the City's health insurance plan (employee or dependent). Those individuals who do not use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will receive a \$20 reduction in their monthly premium costs. The City will continue to offer reimbursement of any smoking cessation treatments up to \$100 per month. If a covered individual quits using tobacco product(s) then they will be eligible to begin receiving the monthly premium discount.

City staff has explored the possibility of offering domestic partner benefits for the City's health, dental, and vision insurances over the last couple years. Domestic partners can be defined as a committed couple who are not married - opposite-sex or same-sex couples. Staff recommends adding this benefit to the City's health, dental, and vision insurance plans. An employee wishing to declare a domestic partnership will be required to complete an affidavit and declaration of domestic partnership and comply with the qualifications set forth by City staff. Qualifications will include length of time together, joint ownership of property, etc. All information will be filed with Human Resources and kept confidential.

## FUNDING SOURCE

Employee insurance premiums are funded with General Fund. The 2012 budget anticipated an increase in City premium contributions of 12%. The renewal rates of 0% fit within the budgeted funds.

## ATTACHMENTS

- Medical Benefits Comparison

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### Prepared By:

Nicholas Sanders

Human Resources Specialist, PHR, IPMA-CP

Date: October 11, 2011



## City of Prairie Village Current and Renewal Medical Benefits and Rates Effective January 1, 2012

MEDICAL	Blue Cross Blue Shield of Kansas City QDHP		Blue Cross Blue Shield of Kansas City BASE PPO		Blue Cross Blue Shield of Kansas City HMO		Blue Cross Blue Shield of Kansas City BUY-UP PPO	
Carrier Website	<a href="http://WWW.BLUEKC.COM">WWW.BLUEKC.COM</a>		<a href="http://WWW.BLUEKC.COM">WWW.BLUEKC.COM</a>		<a href="http://WWW.BLUEKC.COM">WWW.BLUEKC.COM</a>		<a href="http://WWW.BLUEKC.COM">WWW.BLUEKC.COM</a>	
Plan Type & Network	PREFERRED-CARE QDHP w/HSA		PREFERRED-CARE BLUE PPO		BLUE CARE HMO		PREFERRED-CARE PPO	
	<i>In Network</i>	<i>Out of Network</i>	<i>In Network</i>	<i>Out of Network</i>	<i>In Network Only</i>		<i>In Network</i>	<i>Out of Network</i>
Annual Deductible (calendar year) <sup>(1)</sup>								
Individual	\$2,500		\$500		N / A		\$250	\$500
Family	\$5,000		\$1,000		N / A		\$500	\$1,000
Coinsurance								
Member Pays	0%	20%	20%	40%	30%		10%	30%
Maximum Out-of-Pocket (calendar year) <sup>(2)</sup>								
Individual	\$2,500	\$5,000	\$2,500	\$5,000	\$4,000		\$750	\$1,500
Family	\$5,000	\$1,000	\$5,000	\$10,000	\$8,000		\$1,500	\$3,000
Lifetime Maximum								
Per Individual	Unlimited		Unlimited		Unlimited		Unlimited	
Physician Services								
Preventive Care	\$0	Ded. Then 20%	\$0	Ded. Then 40%	\$0		\$0	Ded. Then 30%
Office Visits	Deductible Only	Ded. Then 20%	\$30 / \$60	Ded. Then 40%	\$30 / \$60		\$40	Ded. Then 30%
Diagnostic (Non-routine) Lab and X-Ray	Deductible Only	Ded. Then 20%	\$0 / Ded. Then 20%	Ded. Then 40%	\$0		\$0 / Ded. Then 10%	Ded. Then 30%
Urgent Care	Deductible Only	Ded. Then 20%	\$60	Ded. Then 40%	\$60		\$40	Ded. Then 30%
Hospital Services								
Inpatient Care	Deductible Only	Ded. Then 20%	Ded. Then 20%	Ded. Then 40%	30%		Ded. Then 10%	Ded. Then 30%
Outpatient Surgery	Deductible Only	Ded. Then 20%	Ded. Then 20%	Ded. Then 40%	30%		Ded. Then 10%	Ded. Then 30%
Emergency room	Deductible Only	Ded. Then 20%	\$200 Then Ded. Then 20%		\$200		\$200 Then IN Ded. Then 10%	\$200 Then OON Ded. Then 10%
Prescription Drugs								
Level 1	Deductible Only		\$12		\$12		\$12	
Level 2	Deductible Only	Ded. Then 50% after	\$35	Ded. Then 50% after	\$35		\$35	Ded. Then 50% after
Level 3	Deductible Only	\$12 / \$35 / \$60	\$60	\$12 / \$35 / \$60	\$60		\$60	\$12 / \$35 / \$60
Mail Order (102 Day Supply)	Deductible Only		2x		2x		2x	
MEDICAL RATES								
	Current and Renewal Total Rate	Employer	Employee w/ Discounts	Employee w/out Discounts	Current and Renewal Total Rate	Employer	Employee w/HRA Discounts	Employee w/out Discounts
Employee Only	\$346.46	\$398.87	(\$52.41)	(\$12.41)	\$398.87	\$398.87	\$0.00	\$40.00
Employee + One	\$838.42	\$801.30	\$37.12	\$77.12	\$965.41	\$801.30	\$164.11	\$204.11
Employee + Family	\$1,236.82	\$1,067.07	\$169.75	\$209.75	\$1,422.76	\$1,067.70	\$355.06	\$395.06
	Current and Renewal Total Rate	Employer	Employee w/HRA Discounts	Employee w/out Discounts	Current and Renewal Total Rate	Employer	Employee w/HRA Discounts	Employee w/out Discounts
Employee Only	\$432.31	\$398.87	\$33.44	\$73.44	\$530.87	\$398.87	\$132.00	\$172.00
Employee + One	\$1,046.35	\$801.30	\$245.05	\$285.05	\$1,284.94	\$801.30	\$483.64	\$523.64
Employee + Family	\$1,542.04	\$1,067.70	\$474.34	\$514.34	\$1,893.62	\$1,067.70	\$825.92	\$865.92

Note: This is only a summary. Please refer to the booklet/certificate for specific details. If a conflict arises, the booklet/certificate will govern in all cases.

(1) Family deductible is embedded. An individual covered in a family will not pay more than the individual deductible.

(2) PPO out-of-pocket amount includes coinsurance and deductible but excludes copay.



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 17, 2011  
Council Meeting Date: October 17, 2011

### \*2011-50: Consider Bid Award for 2011 Tree Trimming Program

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#### RECOMMENDATION

Staff recommends the City Council approve the award of a bid to Kansas City Tree Care, LLC for \$48,187.95 for trimming trees in City rights-of-way.

#### BACKGROUND

This contract is for the annual trimming of trees in selected City rights-of-way. Each year the City hires a contractor to accomplish this work in 1 or 2 of the City's 19 Public Works service areas. The final work area is dependent on the amount of funding available and the bids received. This year there are approximately 869 street trees in Area 31 bounded by 71st Street, Mission Road, 75<sup>th</sup> Street and Belinder Avenue. There are approximately 336 street trees in Area 32 bounded by 71<sup>st</sup> Street, Belinder Avenue, 75<sup>th</sup> Street and State Line Road. A map depicting these areas is attached.

The City trees in these areas will be trimmed to remove any dead wood larger than 2-inches in diameter and remove limbs interfering with sight lines to traffic signals, street signs or with the areas under street lights. The contractor will also update the City's tree inventory in these areas. All of this work should be accomplished by mid-December, 2011.

Kansas City Tree was selected as last year's contractor and did a satisfactory job on the project.

Three bids were received and opened on October 7, 2011, by the City Clerk. The bid tab is:

Bidder	Area 31	Area 32	Total
Kansas City Tree	\$ 34,751.31	\$ 13,436.64	\$ 48,187.95
Arbor Masters	\$ 37,975.00	\$ 14,650.00	\$ 52,625.00
VanBooven Tree	\$ 35,425.00	\$ 22,950.00	\$ 58,375.00

Typically, this type of item would be placed on the Consent Agenda. However, since there was some discussion about a similar item in Dec., 2010 and the comprehensive review of the City's procurement policies is still underway, this item was placed on the Council Committee agenda.

#### FUNDING SOURCE

Funding is available in the 2011 Public Works Operating Budget.

## **RELATION TO VILLAGE VISION**

*CC1; Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm*

## **ATTACHMENTS**

Construction Agreement for Tree Trimming  
Tree Trimming Area Map

## **PREPARED BY**

Bruce McNabb, Director of Public Works

October 12, 2011

**CONSTRUCTION AGREEMENT  
BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
KANSAS CITY TREE CARE, LLC  
FOR  
TREE TRIMMING**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Prairie Village, Kansas, hereinafter termed the "City", and Kansas City Tree Care, LLC, hereinafter termed in this agreement, "Contractor", for the construction and completion of Tree Trimming, designated, described and required by the Project Manual and Bid proposal, to wit:

**CONTRACT COST:** The City shall pay to 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 \$ 48,187.95 for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

**CONTRACT TERM:** The Contractor will complete all work by this Contract within the Contract completion date of December 16, 2011.

**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 proscribed 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 date certain 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 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.

**FIELD ORDER** shall mean a written order issued by the City Public Works Field Superintendent 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 City Public Works Field Superintendent.

**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.

**OPERATIONS SUPERINTENDENT** 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.

**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 as of the Project Manual 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.

**SUBCONTRACTOR** 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.

**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 on the basis of 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 and/or the City Public Works Field Superintendent 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 and/or the City Public Works Field Superintendent.

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 City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 any 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, and then the Contractor shall secure written instructions from the City Public Works Field Superintendent 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 on the basis of 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 Owner and Contractor regarding the signing of pay estimates, change orders, work day reports and other forms necessary for communication and Work status inquiries. Upon Work commencement the Owner 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 City Public Works Field Superintendent daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the City Public Works Field Superintendent's representative is able to monitor properly the Work.

#### **5. CITY PUBLIC WORKS FIELD SUPERINTENDENT**

5.1. It is mutually agreed by and between the parties to this Contract Agreement that the City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent shall determine, where applicable, questions in relation to said Work and the construction thereof; that City Public Works Field Superintendent shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the City Public Works Field Superintendent'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 City Public Works Field Superintendent 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 City

Public Works Field Superintendent 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 City Public Works Field Superintendent, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the City Public Works Field Superintendent as set forth in this Contract. The City Public Works Field Superintendent shall be the City's representative from the effective date of this Contract until final payment has been made. The City Public Works Field Superintendent 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 City Public Works Field Superintendent.

5.5. The City Public Works Field Superintendent shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent's recommendation of any payment requested in an Application for Payment will constitute a representation by City Public Works Field Superintendent to City, based on City Public Works Field Superintendent's on-site observations of the Work in progress as an experienced and qualified design professional and on City Public Works Field Superintendent'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 City Public Works Field Superintendent'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 City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 City or City to withhold payment to Contractor.

5.7. City Public Works Field Superintendent may refuse to recommend the whole or any part of any payment if, in City Public Works Field Superintendent's opinion, it would be incorrect to make such representations to City. City Public Works Field Superintendent 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 City Public Works Field Superintendent's opinion to protect 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,
- City has been required to correct defective Work or complete Work in accordance with the Project Manual,

5.8. City may refuse to make payment of the full amount recommended by City Public Works Field Superintendent 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 City Public Works Field Superintendent) stating the reasons for such action.

5.9. The City Public Works Field Superintendent will have the authority to reject Work, which is defective or does not conform to the requirements of this Contract. If the City Public Works Field Superintendent deems it necessary or advisable, the City Public Works Field Superintendent shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

5.10. The City Public Works Field Superintendent 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 City Public Works Field Superintendent shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent 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 City Public Works Field Superintendent shall, upon written request from the Contractor, conduct observations to determine the date of substantial completion and the date of final acceptance. The City Public Works Field Superintendent 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 City Public Works Field Superintendent's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

5.14. The City Public Works Field Superintendent 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 City Public Works Field Superintendent will not be responsible for the acts or omissions of 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 City Public Works Field Superintendent, 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent, 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 City Public Works Field Superintendent, 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 City Public Works Field Superintendent, 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 City Public Works Field Superintendent, resident representative or observer, the Contractor may make written appeal to the City Director of Public Works for a decision.

5.18. Resident representatives, observers, and other properly authorized representatives of the City or City Public Works Field Superintendent 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 shall, within ten (10) calendar days after being instructed to do so in a written notice from the City, 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 City Public Works Field Superintendent with a schedule, in the form of a tabulation, chart, or graph (or critical path diagram) must be in sufficient detail to show the chronological relationship of all activities of the project including the start and completion of various activities and procurement of materials. The construction schedule must reflect the completion of all work under contract within the specified time. If the Contractor wishes to make a major change in his/her operations after beginning construction, he/she must submit a revised construction schedule in advance of the revised operations.

6.4. If at any time, in the opinion of the City Public Works Field Superintendent, proper progress is not being maintained; such changes shall be made by the Contractor 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. No work is to be conducted on Sundays or Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without express written consent or approval from the City. Request for approval must be submitted a minimum of two weeks in advance. 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 City Public Works Field Superintendent.



6.7. 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 the Work.

## **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 Owner, 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 Owner, 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 Owner and the City Public Works Field Superintendent 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 Owner and the City Public Works Field Superintendent 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 City Public Works Field Superintendent, 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 work day.

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:

8.5.1. 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:

8.5.2. 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.

8.5.3. 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 impacted 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 work days.

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 work day 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 work days 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 work day 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 as a result of unusually favorable weather.

8.13. In converting work days 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 Owner.

10. The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account 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.

10.1. The City Public Works Field Superintendent 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 City Public Works Field Superintendent 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.

10.2. 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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 City Public Works Field Superintendent, 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.

## **11. COMPLETION AND FINAL PAYMENT**

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

11.2. When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the City and the City Public Works Field Superintendent thereof in writing. Thereupon, the City Public Works Field Superintendent will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the City Public Works Field Superintendent 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 City Public Works Field Superintendent 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.

11.3. The Contractor shall not be entitled to any payment unless and until it submits to the City Public Works Field Superintendent 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.

11.4. The City shall make final payment of all sums due the Contractor within thirty (30) days of the later of the City Public Works Field Superintendent's execution of a final Certificate for Payment, or execution of the documents contemplated herein.

11.5. 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.

## **12. CLAIMS BY THE CONTRACTOR**

12.1. All Contractor claims shall be initiated by written notice and claim to the City Public Works Field Superintendent. Such written notice and claim must be furnished within seven (7) calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

12.2. 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 City Public Works Field Superintendent and the Contractor.

12.3. 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.

12.4. 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.

12.5. The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the City Public Works Field Superintendent 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).

12.6. When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the City Public Works Field Superintendent may request an adjustment of the unit price to be paid for the item or items.

12.7. 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.

12.8. 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 in no event 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.

12.9. 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 (7) 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.

12.10. 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 City Public Works Field Superintendent 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.

12.11. 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.

12.12. 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 Owner. 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

### **13. CHANGES IN THE WORK.**

13.1. 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.

13.2. The City Public Works Field Superintendent shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent 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.

13.3. 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.

13.4. 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent 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 City Public Works Field Superintendent's Certificate for Payment.

13.5. 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 will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

13.6. 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.

#### **14. INSURANCE AND HOLD HARMLESS.**

14.1. 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.

14.2. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, the City Public Works Field Superintendent, Johnson County, Kansas, 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.

14.3. 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.

14.4. 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.

14.5. The Contractor shall give reasonable notice to the owner 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 owner or owners relative to the removal and replacement or protection of such property or utilities.

14.6. The Contractor shall satisfactorily shore, support, and protect any and 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 on account 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.

14.7. 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.

14.8. The City and the City Operations Superintendent 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.

14.9. 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.

14.10. Satisfactory certificates of insurance shall be filled with the City prior to Contractor's 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 may, at the City's option, be the basis for the City's exercising its right to terminate the Contract.

14.11. 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.

## 15. INDEMNITY:

15.1. 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 affiliates and subsidiaries, his 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.

15.2. 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 employees, agents, Subcontractors and suppliers.

15.3. 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.

15.4. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City or County for Loss when the City's or County's negligence or other actionable fault is the sole cause of Loss.

15.5. 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.

## **16. SUCCESSORS AND ASSIGNS**

16.1. 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.

16.2. The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

16.3. 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.

16.4. 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.

16.5. 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 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.

16.6. 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.

16.7. 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.

16.8. 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 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.

## 17. NON-DISCRIMINATION LAWS

17.1. 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.

17.2. 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);

17.3. 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;

17.4. 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

17.5. 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.

17.6. 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.

#### **18. RELATIONS WITH OTHER CONTRACTORS:**

18.1. 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 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 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.

18.1.1. 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.

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

18.2. 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

#### **RIGHT OF CITY TO TERMINATE**

18.3. 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 any and all excess cost sustained by the City by reason 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.

18.4. The City may, within its sole discretion, 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 immediately cease 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 any and 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 in the vicinity of 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 mail box 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 City Public Works Field Superintendent 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 Owner or of any other agency, which has contributed funds in connection with the Contract or to which the Owner 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 and subheadings as 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, City Public Works Field Superintendent 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 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 has furnished copies of all Contract Documents to his insurance carrier(s) and his surety (ies); and 3.) his 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, hers or their successors and assigns, or its, his, hers or their executors and administrators, as follows: **IN WITNESS WHEREOF**, the City, has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.*



**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer  
\_\_\_\_\_

Mayor  
\_\_\_\_\_

City of Prairie Village  
\_\_\_\_\_

7700 Mission Road  
\_\_\_\_\_

Prairie Village, KS 66208  
\_\_\_\_\_

By: \_\_\_\_\_  
(signed)

\_\_\_\_\_  
(typed name)

\_\_\_\_\_  
(typed title)

\_\_\_\_\_  
(typed company name)

\_\_\_\_\_  
(typed address)

\_\_\_\_\_  
(typed city, state, zip)

\_\_\_\_\_  
(typed telephone number)

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine P. Logan

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

**PERFORMANCE, MAINTENANCE AND STATUTORY BOND**

**KNOW ALL MEN BY THESE PRESENTS**

that we, the undersigned \_\_\_\_\_, hereinafter referred to as the "Contractor", and \_\_\_\_\_, a Corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as "City", in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:**

**WHEREAS**, the above Contractor has, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

**NOW, THEREFORE**, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

**PROVIDED FURTHER**, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that if the said Contractor fails to duly pay for any labor, materials, sustenance's, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability, and other wise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

**PROVIDED, FURTHER,** that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

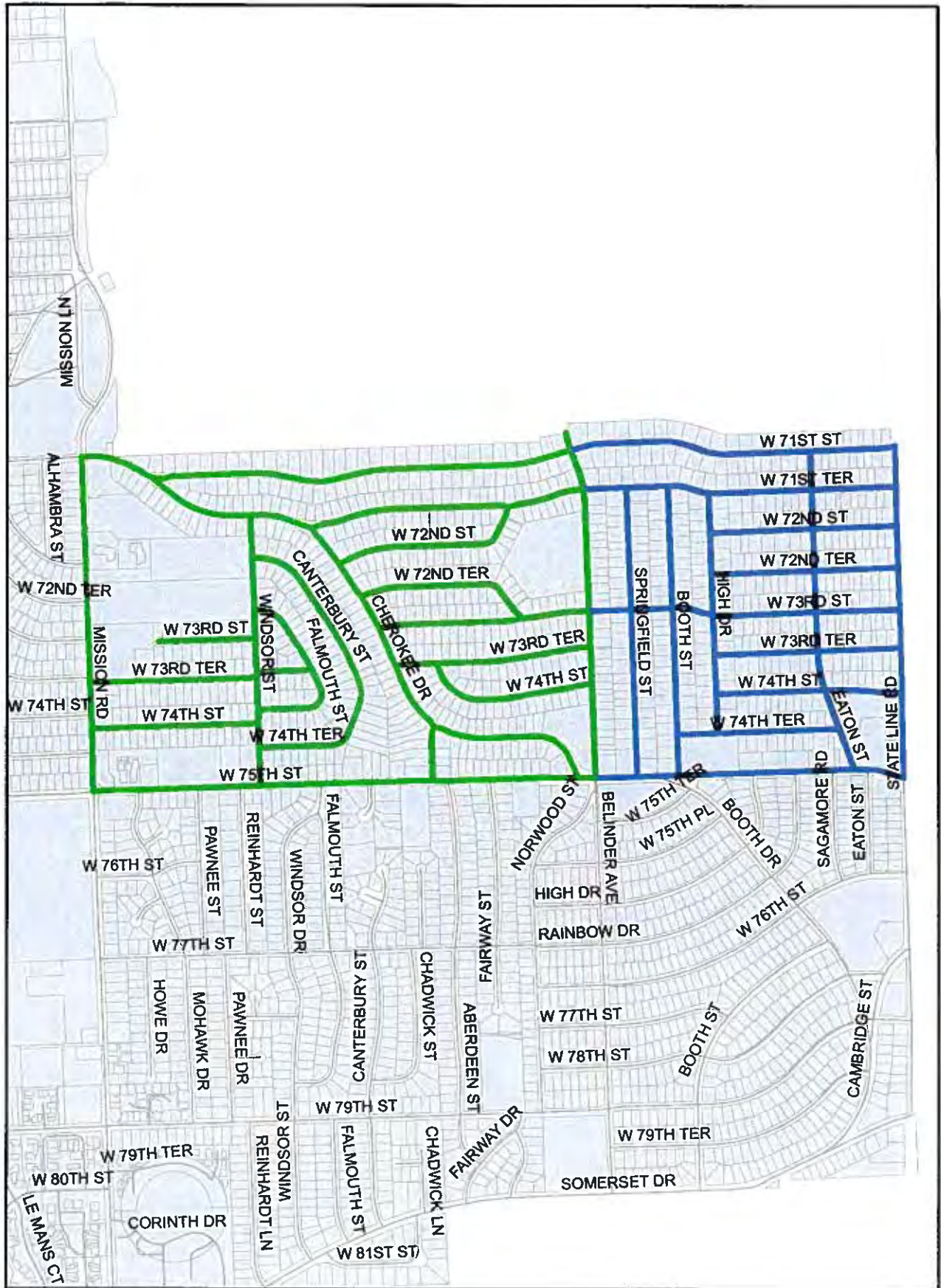
**IN TESTIMONY WHEREOF,** the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at \_\_\_\_\_ on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR**

BY: \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(Official Title)

# 2011 Tree Trimming Areas



## 2011 Tree Trimming Areas

- Area 31
- Area\_32



THE CITY OF PRAIRIE VILLAGE  
*Star of Kansas*  
Created by Public Works GIS

September 22, 2011

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
October 17, 2011  
7:30 p.m.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. POLICE DEPARTMENT AWARDS PRESENTATION
- V. PUBLIC PARTICIPATION
- VI. 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 - October 3, 2011
- 2. Approve Claims Ordinance 2888

- VII. MAYOR'S REPORT
- VIII. COMMITTEE REPORTS

**Council Committee of the Whole - Dale Beckerman**

COU2011-50 - Approve the award of a bid to Kansas City Tree Care, LLC for \$48,187.95 for trimming trees in City rights-of-way

COU2011-51 - Approve Blue Cross Blue Shield of Kansas City as the City's health insurance provider, Delta Dental of Kansas as the City's dental insurance provider and Superior Vision as the City's vision insurance provider for the 2012 plan year and approve recommended plan changes

**Planning Commission - Dennis Enslinger**

Consider Special Use Permit for Assisted Living Facility at 2700 Somerset Drive

**Communications Committee**

Consider Village Voice Agreement

- IV. STAFF REPORTS
- X. OLD BUSINESS
- XI. NEW BUSINESS
- XII. ANNOUNCEMENTS
- XIII. ADJOURNMENT

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

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**October 17, 2011**

**CITY OF PRAIRIE VILLAGE**  
**October 3, 2011**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 3, 2011, at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

Council President Dale Beckerman called the meeting to order in Mayor Shaffer's absence and roll call was taken with the following Council members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Council President Dale Beckerman led all those present in the Pledge of Allegiance.

**PUBLIC PARTICIPATION**

Dale Beckerman announced that Johnson County Commissioner Ed Peterson had not yet arrived and that his scheduled report will be given upon his arrival.

Susan Winters, 7146 Booth, addressed the Council with concerns regarding the upkeep of the property immediately to the south of hers. The property has several code violations, including tall grass/weeds. She has talked several times with the City's code enforcement officer Marcia Gradinger. She feels she has been very patient in seeking

resolution to the long-standing property violations which negatively affect her property value and ability to enjoy her property. Mrs. Winter sought the Council's assistance in bringing resolution to the on-going property violations on her neighbor's property.

No one else was present to address the Council and public participation was closed at 7:35 p.m.

### **CONSENT AGENDA**

Charles Clark moved the approval of the Consent Agenda for Monday, October 3, 2011:

1. Approve Regular Council Meeting Minutes - September 19, 2011.
2. Ratify the Mayor's appointment of Clara Martin and Taylor Hawes to the Prairie Village Arts Council as student representatives with terms expiring in April, 2012.
3. Authorize the Mayor to execute the Final Plat for Corinth Square North to accept easements and rights-of-way subject to the conditions set by the Planning Commission at their September 6, 2011 meeting.

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

### **Report from Johnson County Commissioner**

Ed Peterson, the City's representative on the Johnson County Commission, presented his annual update on the 2012 Johnson County budget and activities of the Commission. The 2012 budget of \$810,736,849.00 reflects an increase with the expenditure of reserves for capital improvement projects. Commissioner Peterson noted the operating budget had been reduced by \$6 million. He was pleased to announce that there has not been an increase to the mill levy for the county and with declining property values, many residents will actually have a decrease in their taxes.



Commissioner Peterson reviewed the large number of programs supported by the County while being mandated by the State. He noted approximately one-eighth of the budget is spent maintaining these programs.

Johnson County has maintained the highest "AAA" bond rating. The rating organization stated a major reason for this high rating is the high level of fund reserve maintained by the County especially in the current volatile economic climate.

Commissioner Peterson advised the Council of an upcoming change in the billing for Johnson County Wastewater which will have the dwelling unit charge which is current placed as an assessment of the tax rolls, billed to the property owner beginning January 1, 2013. He reported that transit ridership is up for the last quarter overall by 13 percent. Also, beginning in January, 2012 yard waste will no longer be accepted at the County landfill.

David Morrison asked if the Commission was looking to increase its size. Commissioner Peterson stated the Commission does not feel its size needs to be increased although that was one of the recommendations of the Johnson County Charter Commission.

David Belz asked for the current county reserve fund level. Commissioner Peterson responded the county currently has \$128,600,196 in its reserve fund; however, he noted some of those reserves will be used in 2012 to fund capital improvement projects leaving a projected balance at the end of 2012 at \$125,000,000.

Dale Beckerman asked the value of the county's current reserve level. Commissioner Peterson responded at the end of this anticipated reserves will be \$140,000. However, they will be using some reserves for capital projects in 2012, so the anticipated reserves at the end of 2012 are \$125,000.

## MAYOR'S REPORT

There was no Mayor's Report in Mayor Shaffer's absence. Council President Dale Beckerman noted that Mayor Shaffer was present at the public forum on the recommendations of the Johnson County Charter Commission held on Tuesday, September 27<sup>th</sup> as well as Council members Charles Clark & Ruth Hopkins and asked for their comments on the forum.

Charles Clark the Charter Commission had recommended several bad changes be made to the Johnson County Charter. The forum was very well attended with 38 or the 40 people speaking on the recommendation speaking in opposition to the recommendations. Mr. Clark noted he was particularly concerned with some of the recommended financial changes that would severely disrupt the City's financial ability. In February, the Commission will place their final recommendations on the ballot for consideration by the public.

Ruth Hopkins urged the Council members and the public to become involved and informed and to speak out on proposed changes. She noted the proposed changes to the County Library System would end Johnson County libraries as they currently exist.

## COMMITTEE REPORTS

### **Council Committee of the Whole**

COU2011-48 Consider Project 190890: 2010 Bond Project - Construction Change Order #8

On behalf of the Council Committee of the Whole, Charles Clark moved the Governing Body approve Construction Change Order #8 for Project 190890: 2010 Bond Project with O'Donnell and Sons Construction for an increase of \$156,310.00 bringing

the contract amount to \$8,679,315.21. The motion was seconded by Laura Wassmer and passed unanimously.

**Council Committee of the Whole**

COU2011-49 Consider Project 190894: Cambridge Street Improvements & Project 190661: Weltner Park Improvements - Construction Change Order #1

On behalf of the Council Committee of the Whole, Charles Clark moved the Governing Body approve Construction Change Order #1 for Project 190894: Cambridge Street Improvements and Project 190661: Weltner Park Improvements with Linaweaver Construction, Inc. in the amount of \$118,432.60 bringing the contract amount to \$938,643.60. The motion was seconded by Laura Wassmer.

Ruth Hopkins stated she would be voting against the motion as she feels the City should be focusing on maintaining existing park facilities before adding new enhancements to parks speaking on behalf of the residents who addressed the Council earlier in the year regarding necessary repairs to the Windsor Park Trail.

The motion was voted on and passed by a vote of 10 to 2 with Hopkins and Morrison voting "nay".

**STAFF REPORTS**

**Public Safety**

- Chief Jordan reported the press may pick up on an arrest made on 79<sup>th</sup> Street for prostitution.
- The City was not awarded a COPS Grant, it was noted there were over 2700 grant applications submitted.

**Public Works**

- Bruce McNabb reported Cambridge Street is open for traffic, but noted it is not fully completed.
- Weltner Park will now be the primary focus of the contractor, it is behind schedule and they anticipate a delay in receiving the shelter.
- Nall 75<sup>th</sup> to 79<sup>th</sup> is closed during the day while contractors work on that project.

**Administration**

- The Environmental Committee Community Forum will be held October 6<sup>th</sup> with dinner at 6 p.m. and the program beginning at 7 p.m.

- The State of the Arts reception will be Friday, October 14<sup>th</sup> from 6 p.m. to 8 p.m. The awards presentation will take place at 7:30 p.m.
- Dennis Enslinger reported free wireless internet is now available in city hall for use by the public and committees.
- Information on the NLC Service Line Warranty program has been mailed to residents. Staff have received calls regarding the program.
- Bettina Jamerson was recently awarded the Kansas Outstanding Court Clerk Award.
- Chris Engel presented a Geothermal Project update. The expected completion of the installation is October 25<sup>th</sup>. He announced that the project was recognized as a sustainable success story by MARC. Ruth Hopkins noted other promotions of the project she heard over the radio. Mr. Engel noted that both Dennis Enslinger and David McAuliffe have been interviewed regarding the project.
- Quinn Bennion reported on a partnership between Habitat for Humanity and the Municipal Foundation for home repair projects in Prairie Village with funding from the Mayor's Holiday Tree Fund.
- The City of Mission has invited city representative to attend the Nall Avenue opening celebration will be held on Friday, October 7<sup>th</sup> at 4:30 p.m.
- Quinn Bennion presented a new communications program endorsed by the Communications Committee "myPVapp" the program will launch by the end of the year.
- This week is the City's annual Peanut Butter Drive for Harvesters.

## OLD BUSINESS

Laura Wassmer encouraged those present to attend the Arts Council's premier juried art exhibit and State of the Arts reception on Friday, October 14<sup>th</sup>. There will be three awards presented at 7:30 p.m.

## NEW BUSINESS

### **Consider issuance of Series 2011-A Bonds**

Quinn Bennion reported the City had a very successful sale of general obligation bonds earlier in the day with eleven bidders and a final low bid of 1.67% submitted by UMB. He introduced Kelsey Powell with Columbia Capital and Gary Anderson with Gilmore and Bell to answer any questions from the Council.

Council member Laura Wassmer left.

Kelsi Powell explained the bond process and market noting the very strong interest in the city's bonds. No one at their organization remembers a bond sale with as strong interest by bidders. The 1.67% for the 2011 Series A Bonds is lower than the City's earlier 2009 bond issue. Ms. Powell stressed the large demand for "AAA" rated bonds and bank qualified bonds. These are among the most secure investments available. The final bond issue amount is \$4,555,000.00

Gary Anderson stated the bond proceeds will be used to fund street projects, the geothermal project and the refunding of earlier bonds.

Charles Clark moved the Governing Body accept the best bid of UMB Bank and authorize and direct the Mayor and City Clerk to execute the bid form selling the bonds to the best bidder on the basis of said bid and the terms specified in the Notice of Bond Sale. The motion was seconded by Ruth Hopkins.

Diana Ewy Sharp stated she would not be supporting the sale of bonds. Michael Kelly reiterated his earlier disapproval of the city increasing its debt load. David Morrison stated he would not be supporting the sale noting that the city has already increased taxes and spending while taking on more debt.

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

Charles Clark moved the Governing Body adopt Ordinance No. 2243 authorizing and providing for the issuance of \$4,575,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2011-A of the City of Prairie Village, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other

documents and actions in connection therewith; and making certain covenants with respect thereto. The motion was seconded by Ruth Hopkins.

Staff noted the final sale amount was \$4,555,000.

Ruth Hopkins moved to amend the motion with the corrected amount of \$4,555,000. David Belz seconded the motion which was voted on and passed.

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

Charles Clark moved the Governing Body adopt Resolution 2011-16 prescribing the form and details of and authorizing and directing the sale and delivery of \$4,555,000 principal amount of General Obligation Refunding and Improvement Bonds, Series 2011-A, of the City of Prairie Village, Kansas, previously authorized by Ordinance 2243 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith. The motion was seconded by Ruth Hopkins.

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

## **ANNOUNCEMENTS**

### **Committee meetings scheduled for the next two weeks include:**

Planning Commission	10/04/2011	7:00 p.m.
Sister City Committee	10/10/2011	7:00 p.m.
Communications Committee	10/11/2011	5:30 p.m.
JazzFest Committee	10/13/2011	7:00 p.m.
Council Committee of the Whole	10/17/2011	6:00 p.m.
City Council	10/17/2011	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce the State of the Arts exhibit in the R. G. Endres Gallery for the month of October. The artist reception will be held on October 14<sup>th</sup> from 6:00 to 8:00 p.m. with the awards being announced at 7:30 p.m.

Prairie Village Peanut Butter Week is October 3<sup>rd</sup> - 7<sup>th</sup>.

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

### ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:35 p.m.

Joyce Hagen Mundy  
City Clerk

## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 17, 2011

**Copy of Ordinance  
2888**

Ordinance Page No.     

An Ordinance Making Appropriate for the Payment of Certain Claims.  
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
622	9/1/2011	5,144.00	
623-728	9/2/2011	408,589.10	
729-741	9/7/2011	17,378.50	
742	9/9/2011	62,510.00	
743-807	9/16/2011	754,389.04	
808-823	9/23/2011	3,006.38	
824-888	9/30/2011	620,492.25	
889-917	9/29/2011	35,520.17	
Payroll Expenditures			
9/9/2011		254,657.51	
9/23/2011		265,726.84	
Electronic Payments			
Electronic Pmnts	9/1/2011	873.54	
Electronic Pmnts	9/7/2011	518.10	
Electronic Pmnts	9/19/2011	21,296.75	
Electronic Pmnts	9/20/2011	4,018.31	
Electronic Pmnts	9/22/2011	7,169.65	
Electronic Pmnts	9/23/2011	148.79	
<b>TOTAL EXPENDITURES:</b>			<b>\$ 2,461,438.93</b>
Voided Checks			
<b>TOTAL VOIDED CHECKS:</b>			-
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>2,461,438.93</b>

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

Passed this 17th day of October 2011.

Signed or Approved this 17th day of October 2011.

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Mayor





## PLANNING COMMISSION

Council Meeting Date: October 17, 2011

**Consider Request for Special Use Permit for the operation of an Adult Senior Dwelling for an assisted living facility at 2700 Somerset**

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### RECOMMENDATION

Recommend the City Council adopt Ordinance 2244 granting a Special Use Permit to allow the operation of an Adult Senior Dwelling for an assisted living facility at 2700 Somerset subject to the conditions recommended by the Planning Commission.

### BACKGROUND

Hunt Midwest Real Estate Development, Inc. is acquiring the Somerset School site from Shawnee Mission School District and is proposing to construct Benton House, which is a senior living community. Benton House will be developed by Hunt Midwest and Principal Senior Living Group, who will manage and operate the facility after it is constructed.

The applicant is proposing to initially construct an assisted living facility with 59 units and 80 beds. They plan to construct an additional 12 units/20 beds at some point in the future. The 71 units and 100 beds will be in one building and the operation will be similar to Brighton Gardens. Long-range, it is proposed to construct 16 family villas that will parallel the west and north property lines. The Special Use request at this time is for only the 71 units in the main building. The applicant will reapply for the villas when their plans are more defined and the market is more predictable.

The existing Somerset School building will be demolished and the playground equipment and the paved parking areas will be removed. Currently, there are six driveways entering the site from adjacent streets: one on 79<sup>th</sup> Street; two on Somerset Drive; and three on Belinder Avenue. The six driveways will be reduced to two: one on Belinder Avenue; and one on Somerset Drive.

The applicant held a neighborhood meeting on September 14<sup>th</sup> in accordance with the Planning Commission's Citizen Participation Policy. Seven residents attended the meeting. The applicant outlined the proposed plan in detail including the approval process. The questions from the public were more about the facility operation rather than about the proposed facility itself. There were no significant issues raised that were unanswered by the applicant. The questions on stormwater runoff and fencing along the west property line were the only ones that affected the proposed plan. When total redevelopment of a site occurs, the City requires the site to comply with current stormwater regulations and prepare a storm water management plan for approval by the City.

The Planning Commission found the findings of fact to be favorable for the reasons set forth in the minutes of their October 4, 2011 meeting and recommends that the

Governing Body approve a Special Use Permit for an adult senior dwelling for an assisted living facility called Benton House at 2700 Somerset subject to the following conditions:

1. That Benton House be approved for a maximum of 71 units and 100 beds.
2. That the applicant construct a five foot wide sidewalk adjacent to 79<sup>th</sup> street or provide an agreement to install the sidewalk upon request of the City.
3. That the applicant plat the property in accordance with the subdivision regulations prior to obtaining a building permit.
4. That the applicant meet all the conditions and requirements of the Planning Commission for approval of the site plan. The Planning Commission approved the Site Plan on October 4, 2011.
5. That the Special Use Permit not have a termination or expiration time established for it, however, if construction has not begun within 12 months from the approval of the Special Use Permit by the City Council, the permit shall expire unless the applicant shall reappear to the Planning Commission and receive an extension of time.

The Governing Body (which includes the Mayor and City Council) shall make its findings of fact based on the "Factors for Consideration" and either:

- A. Adopt the recommendation of the Planning Commission including the five conditions and approve the Special Use Permit which requires a majority of those present, or
- B. Override the recommendation of the Planning Commission by a 2/3 vote of the Governing Body (9 votes), and deny the Special Use Permit, or
- C. Return the recommendation to the Planning Commission by a simple majority vote of the quorum present with a statement specifying the basis for the City Council's failure to approve or disapprove the recommendation.
- D. Continue the item to a designated meeting by a simple majority of the quorum present.

## **ATTACHMENTS**

Draft of Planning Commission minutes of October 4, 2011  
Staff Report & Application for PC2011-07  
Proposed Ordinance

## **PREPARED BY**

Joyce Hagen Mundy  
City Clerk  
Date: October 10, 2011

## ORDINANCE 2244

### AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF AN ADULT SENIOR DWELLING FOR AN ASSISTED LIVING FACILITY AT 2700 SOMERSET, PRAIRIE VILLAGE, KANSAS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE:

**Section I.** **Planning Commission Recommendation.** At its regular meeting on October 4, 2011, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve a Special Use Permit for the operation of an Adult Senior Dwelling for an assisted living facility at 2700 Somerset subject to the following conditions:

1. That Benton House be approved for a maximum of 71 units and 100 beds.
2. That the applicant construct a five foot wide sidewalk adjacent to 79<sup>th</sup> street or provide an agreement to install the sidewalk upon request of the City.
3. That the applicant plat the property in accordance with the subdivision regulations prior to obtaining a building permit.
4. That the applicant meet all the conditions and requirements of the Planning Commission for approval of the site plan.
5. That the Special Use Permit not have a termination or expiration time established for it, however, if construction has not begun within 12 months from the approval of the Special Use Permit by the City Council, the permit shall expire unless the applicant shall reappear to the Planning Commission and receive an extension of time.

**Section II.** **Findings of the Governing Body.** At its meeting on October 17, 2011, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of October 4, 2011, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2011-07.

**Section III.** **Granting of the Special Use Permit.** Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for an Adult Senior Dwelling for an assisted living facility at 4805 West 67<sup>th</sup> Street, Prairie Village, Kansas subject to the five specific conditions listed above.

**Section IV.** **Take Effect.** That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

PASSED AND ADOPTED THIS 17th DAY OF October, 2011.

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
Ronald L. Shaffer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Joyce Hagen Mundy, City Clerk

\_\_\_\_\_  
Catherine P. Logan, City Attorney

**PLANNING COMMISSION MINUTES**  
**October 4, 2011**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, October 4, 2011, in the Council Chambers of City Hall, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Dirk Schafer, Nancy Wallerstein and Marlene Nagel.

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

**PC2011-07     Request for Special Use Permit for operation of  
                  An Adult Senior Dwelling at  
                  2700 Somerset  
                  Zoning: R-1a  
                  Applicant: Hunt Midwest Real Estate Development, Inc.**

Commissioner Bob Lindeblad recused himself due to a professional conflict of interest with the applicant and left the chambers.

Brenner Holland with Hunt Midwest Real Estate Development noted the presence of the following team members: Kyle Diekmann, Principal Senior Living Group; Ora Reynolds, HMRED, Brett Carlgren, BHC Rhodes Civil Engineer; Jim Tilden, attorney and Sheila Martin, PSLG. Mr. Holland gave a brief overview of their partnership with the Principal Senior Living Group.

Hunt Midwest Real Estate Development, Inc. is acquiring the Somerset School site from Shawnee Mission School District and is proposing to construct Benton House, which is a senior living community. Benton House will be developed by Hunt Midwest and Principal Senior Living Group, who will manage and operate the facility after it is constructed.

Mr. Holland reviewed the site plan for the facility noting the current six entrances onto this site will be reduced to two. The main entrance will be off Somerset and a service entrance on the northeast side. The proposed building is a single story structure with 71 units - 59 assisted living units with 80 beds and an 12 memory care units surrounded by two courtyards. He noted the location of the proposed 90 parking spaces, which all face internally. A retention pond is proposed to accommodate stormwater overview.

There will not be any significant grading changes. The proposed building will be at the same elevation as the current school. Mr. Holland stated they will work with city staff to

increase the amount of landscaping on the project. They will be constructing a five foot wide north south trail along 79<sup>th</sup> Street and Belinder Avenue. Staff has asked that the sidewalk along Belinder Avenue to be relocated 5 feet off the curb. Mr. Holland pointed out existing trees, power lines and underground lines that would make those very difficult and suggested constructing a new sidewalk at the bottom of the slope closer to the building. Mr. Holland asked that they not be required to immediately construct a sidewalk adjacent to 79<sup>th</sup> Street noting that currently this sidewalk would not connect with any existing sidewalks, but noted it would be willing to construct it at a later date.

Kyle Diekmann with Principal Senior Living Group stated he felt the proposed facility offers the following advantages that are not found in existing facilities in Prairie Village:

- A single story, smaller more residential feel facility.
- Four different size apartment units from which to select.
- Shorter walking distances to facility accommodations
- Moderately priced
- With fewer residents more personal care
- Serving a different demographic - no independent living residents

Mr. Diekmann stated the facility would create 25 to 30 new positions. The largest staff on site at one time is 12. The facility will not generate a lot of traffic. Very few of their residents will drive, a bus will be provided for them.

Nancy Wallerstein asked for clarification on the parking count initially and at full construction expressing concern for adequate parking noting parking problems that exist at Claridge Court and other assisted living facilities.

Mr. Williamson pointed out that Benton House will be more similar to Brighton Gardens which is an assisted living development and parking has been more than adequate.

Brett Carlgren, Civil Engineer with BHC Rhodes, stated that 90 spaces will be constructed with the initial construction. They will be located primarily on the west and north sides of the building. The number of parking spaces being provided exceeds the number required by the city's code. When the villas are constructed they will each have a single garage and driveway that will accommodate parking. Mr. Diekmann noted at their other facilities they provide between 50 and 60 parking spaces and have not had any problems. He noted it is generally the independent living residents that will have vehicles on site and drive. They've found very few assisted living residents have vehicles and drive.

Marlene Nagel stated she feels the proposed facility is an appropriate size for the site and reflects a quality design. She asked if they had considered any other designs. Mr. Diekmann responded they initially looked at using the school structure but felt it was too institutional. They did not want an institutional type building. Mrs. Nagel questioned the proposed colonial design being in keeping with the neighborhood. Mr. Diekmann noted that their residents prefer traditional designs and noted that these will be more compatible with neighborhoods long term.

Brett Carlgren stated it was considered but they wanted to honor the existing setbacks and still get the necessary turning radius needed for emergency equipment. He also noted the grade at 79<sup>th</sup> Terrace is higher and grade would be a problem. Also doing so could result in the removal of mature trees along Belinder Avenue.

Mr. Schafer stated he is pleased with the one-story structure, however, noted the port-cochrue on the structure adds significant height to the building. Could this be removed or reduced in size. Mr. Diekmann noted the copula has become a branding element for their communities and gives a less institutional appearance to the building.

Chairman Ken Vaughn opened the hearing to comments from the public.

Ruth Brettle, 2513 West 79<sup>th</sup> Terrace, a long-time resident of the area, noted the significant problems she encountered getting in and out of her residents when the school had an event because of traffic parked up and down the adjacent residential streets. She does not understand why they could not use the existing school building. She feels the proposed structure will overshadow the neighborhood and negatively impact property values. She does not feel there is sufficient on-site parking.

Charles Schollenberger, 3718 West 79<sup>th</sup> Terrace, expressed concern that Prairie Village was becoming the “assisted living” capital of Kansas noting existing facilities in the City and other potential facilities that have been discussed. He would like to see an alternate use considered and would rather see villas and cottages, noting the need for more diversity in housing stock and increased tax revenue for the City. Mr. Schollenberger asked if this development fit the city’s comprehensive plan. He also asked about the safety of the detention basin.

Andrea Cahill, 7921 Norwood Drive, expressed concern with the impact of parking as her property backs up to this site. She is concerned both is noise and lights from parked vehicles in the evening and the lighting of the parking lot. She noted that due to the elevations, the one-story building will have the appearance of a two-story building from her property. She questioned the villas proposed in phase II. She is concerned with maintaining the residential character of the neighborhood and agreed with Mrs. Brettle concerns with increased traffic and parking.

Brenner Holland gave the following responses to the comments/questions raised by the residents speaking during the public hearing:

- Based on the size of the school, it would have yielded three to four times more traffic than is projected for this project on a daily basis without considering special events. Brett Carlgren noted a traffic study was conducted and given to the city staff showing a significant decrease in traffic on weekdays with a minor increase on weekends.
- The school district feels the school is no longer needed and chose to sell the property. Mr. Holland noted with the sale of that property, the City will now be getting tax revenue on that property, whereas the school district was exempt.
- The proposed “senior living community” is a residential use in a residential neighborhood.

- Residents moving from existing homes into the facility will open up additional housing stock in Prairie Village.
- All parking faces internally to keep car lights from shining onto neighboring properties. The parking lot lights are also designed to focus internally directly light inward toward their facility.
- They will work with city staff and the Tree Board to increase the amount of landscaping and screening particularly on the west edge of the property.
- The proposed trail replaces what was once a service drive and has been proposed for the benefit of the neighborhood as a means to get to Meadowlake Park.
- Brett Carlgren explained the operation of the proposed detention basin which is a dry basin that will not hold water. The materials in the basin will filter the stormwater and send it through the city's existing stormwater system.
- Mr. Holland noted that for the villas to be constructed the special use permit would need to be amended requiring another public hearing before the Planning Commission and notification of neighboring property owners. Specific details will be known at that time.

Ken Vaughn asked if it would be possible to move the trail to the west side of the parking lot. Mr. Holland replied that would be possible.

Dirk Schafer reminded those present that approval is a two step process and that many of their concerns are being addressed in the Commission's review of the proposed site plan for this site.

Marta Hill, 8000 Belinder, asked if the walk could be constructed of a softer rubberized surface. She is ok with the proposed location. She also confirmed that there will not be any children or pets in the assisted living community.

Andrea Cahill asked how long construction was estimated to take. Mr. Holland responded 12 months.

With no further comments from the public, Chairman Ken Vaughn closed the public hearing at 8:20 p.m.

Ron Williamson noted the assisted living facility will have 59 units and 80 beds. They plan to construct an additional 12 units/20 beds at some point in the future. The 71 units and 100 beds will be in one building and the operation will be similar to Brighton Gardens. Long-range, it is proposed to construct 16 family villas that will parallel the west and north property lines. The Special Use request at this time is for only the 71 units in the main building. The applicant will reapply for the villas when their plans are more defined and the market is more predictable.

The existing Somerset School building will be demolished and the playground equipment and the paved parking areas will be removed. Currently, there are six driveways entering the site from adjacent streets: one on 79<sup>th</sup> Street; two on Somerset



Drive; and three on Belinder Avenue. The six driveways will be reduced to two: one on Belinder Avenue; and one on Somerset Drive.

The applicant held a neighborhood meeting on September 14<sup>th</sup> in accordance with the Planning Commission's Citizen Participation Policy. Seven residents attended the meetings. The applicant outlined the proposed plan in detail including the approval process. The questions from the public were more about the facility operation rather than about the proposed facility itself. There were no significant issues that were unanswered by the applicant. The questions on stormwater runoff and fencing along the west property line were the only ones that affected the proposed plan.

The Planning Commission made the following review of the findings of fact for the approval of a special use permit:

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

The proposed main building will setback approximately 73 feet from Belinder Avenue 169 feet from 79<sup>th</sup> Street, 113 feet from Somerset Drive and 188 feet from the west property line which is well in excess of the required building setbacks. The main building—including the 71 units—has an area of approximately 50,000 square feet, which is about 17% lot coverage. The property is unplatted and platting in accordance with the Subdivision Regulations should be a condition of approval.

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

The proposed building is one story and has a residential design. It is a low traffic generator and the number of driveways has been reduced from six to two which will reduce conflicts for the travelling public.

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

The site is large, approximately 6.7 acres, and the developed portion of the site will be 3.7 acres, which leaves approximately three acres of open space. The building is setback more than twice the required setbacks and ample area is available for landscaping. Therefore, the use will not cause substantial injury to the value of the property in the neighborhood.

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

The building is one story and is approximately the same square footage as the elementary school building that is being removed. The roof will be a hip roof design rather than a flat roof as Somerset School so it will have the appearance of being a larger structure. A landscape plan has been submitted but it needs some revision and when additional trees and shrubs are added, it will provide appropriate screening for the surrounding residences. The immediate neighborhood is totally developed and this use will not dominate the area so as to hinder remodeling and updating of nearby residences. The final landscape plan will need to be approved by Staff and the Tree Board.

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

The parking regulations require 72 spaces and the applicant is providing 90 spaces. Therefore, parking should be adequate. The parking spaces all face forward the main building which should minimize lights shining on adjacent property. However, the landscape plan, which is incomplete at this time, should be designed to screen parking areas from adjacent residents.

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

This site was adequately served with utilities where it served as an elementary school and the utilities should be adequate to serve the proposed facility.

The proposed project will create more impervious surface than the elementary school and stormwater management will need to be addressed. The applicant has prepared a stormwater management plan and submitted it to Public Works. This item will be discussed in more detail in the site plan review, Staff Report.

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

The proposed site plan has reduced the number of driveways from six to two. One driveway will access from Belinder Avenue and the other one from Somerset Drive. The reduction in the number of access points to the site will help minimize congestion.

The proposed assisted living community will generate significantly less traffic than the elementary school according to the traffic analysis submitted by the applicant. Based on the ITE Trip Generation Handbook 8<sup>th</sup> Edition, it is estimated that the assisted living property will generate 340 daily trips while the elementary school generated 768 daily trips. Therefore, surrounding streets should easily handle the traffic. It should be noted from the traffic analysis that traffic from the assisted living community will be seven days a week 52 weeks a year while the school traffic was only on weekdays and only when school was in session.

Pedestrian circulation is as important as vehicular for this project. The applicant has proposed to construct a new north-south trail adjacent to the west property line. A

paved walkway currently exists there, but it is in poor condition. The sidewalk adjacent to Belinder Avenue is curbside. The City policy is to separate sidewalks from the street a distance of five feet if possible. The sidewalk is five feet wide for part of the distance and four feet wide for the remainder. The sidewalk should be replaced away from the curb and a minimum of five feet in width. ADA standards require five foot wide sidewalks to allow wheelchairs to pass. 79<sup>th</sup> Street is designated as a collector street, which according to City policy requires a sidewalk on both sides. Currently there is a sidewalk on the north side of 79<sup>th</sup> Street but not on the south side. Public Works would like this sidewalk to be installed. The applicant would prefer to wait until such time as the Villas are constructed so that the sidewalks do not need to be rebuilt after construction. There also are some grade issues in this area. The City may want the sidewalk installed before the Villas are built therefore, at a minimum, the applicant should sign an agreement to install the sidewalks upon the request of the City.

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

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

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

The proposed building is one story and it has a residential design using materials that are typically found on residential buildings. The materials are brick veneer, cultured stone base white trim with a composition roof. The architectural style and materials blend well with the neighborhood.

Dirk Schafer moved the Planning Commission find favorably on the findings of fact for PC2011-07 and forward the application to the Governing Body recommending the Special Use Permit be granted for an Adult Senior Dwelling for an assisted living facility called Benton House at 2700 Somerset subject to the following conditions:

1. That Benton House be approved for a maximum of 71 units and 100 beds.
2. That the applicant construct a five foot wide sidewalk adjacent to 79<sup>th</sup> street or provide an agreement to install the sidewalk upon request of the City.
3. That the applicant plat the property in accordance with the subdivision regulations prior to obtaining a building permit.
4. That the applicant meet all the conditions and requirements of the Planning Commission for approval of the site plan.
5. That the Special Use Permit not have a termination or expiration time established for it, however, if construction has not begun within 12 months from the approval of the Special Use Permit by the City Council, the permit shall expire unless the applicant shall reappear to the Planning Commission and receive an extension of time.

The motion was seconded by Marlene Nagel and passed by a vote of 4 - 0.

# LOCHNER

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, Lochner, Planning Consultant  
**DATE:** October 4, 2011 Planning Commission Meeting

Project # 010002401

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**Application:** PC 2011-07

**Request:** Special Use Permit for Construction and Operation of Adult Senior Dwelling – Benton House

**Property Address:** 2700 Somerset Drive

**Applicant:** Hunt Midwest Real Estate Development, Inc.

**Current Zoning and Land Use:** R-1A Single-Family Residential District-Elementary School

**Surrounding Zoning and Land Use:**

<b>North</b>	R-1B Single-Family Residential District – Single Family Dwellings
<b>West:</b>	R-1A Single-Family Residential District – Single Family Dwellings
<b>South:</b>	Leawood – Single-family Residential – Single Family Dwellings
<b>East:</b>	R-1B Single-Family Residential District – Single Family Dwellings

**Legal Description:** Unplatted – Metes and Bounds

**Property Area:** 6.71 Acres

**Related Case Files:** PC 2011-118 Site Plan Approval for Benton House, an Adult Senior Dwelling  
PC 2001-113 Monument Sign Approval

**Attachments:** Application, Plans, Photos

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LOCHNER, BWR Division

903 East 104<sup>th</sup> Street | Suite 900 | Kansas City, Missouri 64131-3451 | P 816.363.2696 | F 816.363.0027  
engineering | planning | architecture

**General Location Map**



**Aerial Map**



**COMMENTS:**

Hunt Midwest Real Estate Development, Inc. is acquiring the Somerset School site from Shawnee Mission School District and is proposing to construct Benton House, which is a senior living community. Benton House will be developed by Hunt Midwest and Principal Senior Living Group, who will manage and operate the facility after it is constructed.

The applicant is proposing to initially construct an assisted living facility with 59 units and 80 beds. They plan to construct an additional 12 units/20 beds at some point in the future. The 71 units and 100 beds will be in one building and the operation will be similar to Brighton Gardens. Long-range, it is proposed to construct 16 family villas that will parallel the west and north property lines. The Special Use request at this time is for only the 71 units in the main building. The applicant will reapply for the villas when their plans are more defined and the market is more predictable.

The existing Somerset School building will be demolished and the playground equipment and the paved parking areas will be removed. Currently, there are six driveways entering the site from adjacent streets: one on 79<sup>th</sup> Street; two on Somerset Drive; and three on Belinder Avenue. The six driveways will be reduced to two: one on Belinder Avenue; and one on Somerset Drive.

The total impervious area currently is 145,500 square feet. Phase One: the main building and parking will have an impervious area of 121,100 square feet. When Phase Two, the Villas, is constructed 38,600 square feet of impervious area will be added for a total of 159,700 square feet. Ultimate development will increase the impervious area by 14,200 square feet over what currently exists. Typically when total redevelopment of a site occurs, the City requires the site to comply with current stormwater regulations.

The applicant held a neighborhood meeting on September 14<sup>th</sup> in accordance with the Planning Commission's Citizen Participation Policy. Seven residents attended the meetings. The applicant outlined the proposed plan in detail including the approval process. The questions from the public were more about the facility operation rather than about the proposed facility itself. There were no significant issues raised that were unanswered by the applicant. The questions on stormwater runoff and fencing along the west property line were the only ones that affected the proposed plan.

**FACTORS FOR CONSIDERATION:**

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

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

The proposed main building will setback approximately 73 feet from Belinder Avenue 169 feet from 79<sup>th</sup> Street, 113 feet from Somerset Drive and 188 feet from the west property line which is well in excess of the required building setbacks. The main building—including the 71 units—has an area of approximately 50,000 square feet, which is about 17% lot coverage. The property is unplatted and platting in accordance with the Subdivision Regulations should be a condition of approval.

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

The proposed building is one story and has a residential design. It is a low traffic generator and the number of driveways has been reduced from six to two which will reduce conflicts for the travelling public.

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

The site is large, approximately 6.7 acres, and the developed portion of the site will be 3.7 acres, which leaves approximately three acres of open space. The building is setback more than twice the required setbacks and ample area is available for landscaping. Therefore, the use will not cause substantial injury to the value of the property in the neighborhood.

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

The building is one story and is approximately the same square footage as the elementary school building that is being removed. The roof will be a hip roof design rather than a flat roof as Somerset School so it will have the appearance of being a larger structure. A landscape plan has been submitted but it needs some revision and when additional trees and shrubs are added, it will provide appropriate screening for the surrounding residences. The immediate neighborhood is totally developed and this use will not dominate the area so as to hinder remodeling and updating of nearby residences. The final landscape plan will need to be approved by Staff and the Tree Board.

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

The parking regulations require 72 spaces and the applicant is providing 90 spaces. Therefore, parking should be adequate. The parking spaces all face forward the main building which should minimize lights shining on adjacent property. However, the landscape plan, which is incomplete at this time, should be designed to screen parking areas from adjacent residents.

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

This site was adequately severed with utilities where it served as an elementary school and the utilities should be adequate to serve the proposed facility.

The proposed project will create more impervious surface than the elementary school and stormwater management will need to be addressed. The applicant has prepared a stormwater management plan and submitted it to Public Works. This item will be discussed in more detail in the site plan review, Staff Report.

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

The proposed site plan has reduced the number of driveways from six to two. One driveway will access from Belinder Avenue and the other one from Somerset Drive. The reduction in the number of access points to the site will help minimize congestion.

The proposed assisted living community will generate significantly less traffic than the elementary school according to the traffic analysis submitted by the applicant. Based on the ITE Trip Generation Handbook 8<sup>th</sup> Edition, it is estimated that the assisted living property will generate 340 daily trips while the elementary school generated 768 daily trips. Therefore, surrounding streets should easily handle

the traffic. It should be noted from the traffic analysis that traffic from the assisted living community will be seven days a week 52 weeks a year while the school traffic was only on weekdays and only when school was in session.

Pedestrian circulation is as important as vehicular for this project. The applicant has proposed to construct a new north-south trail adjacent to the west property line. A paved walkway currently exists there, but it is in poor condition. The sidewalk adjacent to Belinder Avenue is curbside. The City policy is to separate sidewalks from the street a distance of five feet if possible. The sidewalk is five feet wide for part of the distance and four feet wide for the remainder. The sidewalk should be replaced away from the curb and a minimum of five feet in width. ADA standards require five foot wide sidewalks to allow wheelchairs to pass. 79<sup>th</sup> Street is designated as a collector street, which according to City policy requires a sidewalk on both sides. Currently there is a sidewalk on the north side of 79<sup>th</sup> Street but not on the south side. Public Works would like this sidewalk to be installed. The applicant would prefer to wait until such time as the Villas are constructed so that the sidewalks do not need to be rebuilt after construction. There also are some grade issues in this area. The City may want the sidewalk installed before the Villas are built therefore, at a minimum, the applicant should sign an agreement to install the sidewalks upon the request of the City.

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

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

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

The proposed building is one story and it has a residential design using materials that are typically found on residential buildings. The materials are brick veneer, cultured stone base white trim with a composition roof. The architectural style and materials blend well with the neighborhood.

**RECOMMENDATION:**

It is the recommendation of the Staff that the Planning Commission find favorably on the factors and recommend approval of the assisted living facility called Benton House to the City Council subject to the following conditions:

- 1) That Benton House be approved for a maximum of 71 units and 100 beds.
- 2) That the applicant construct a five foot wide sidewalk adjacent to 79<sup>th</sup> street or provide an agreement to install the sidewalk upon request of the City.
- 3) That the applicant plat the property in accordance with the subdivision regulations prior to obtaining a building permit.
- 4) That the applicant meet all the conditions and requirements of the Planning Commission for approval of the site plan.
- 5) That the Special Use Permit not have a termination or expiration time established for it, however, if construction has not begun within 12 months from the approval of the Special Use Permit by the City Council, the permit shall expire unless the applicant shall reappear to the Planning Commission and receive an extension of time.
- 6) If the applicant violates any of the conditions of approval or the zoning regulations and requirements as a part of the Special Use Permit, the permit may be revoked by the City Council.



**Belinder Avenue Looking North**



**Belinder Avenue Looking North**



**Belinder Avenue Looking South**



**79<sup>th</sup> Street Looking West**



**West Property Line Looking North**



**West Property Line Looking South**



SPECIAL USE PERMIT APPLICATION

CITY OF PRAIRIE VILLAGE, KANSAS

For Office Use Only

Case No.: PC 2011-07  
Filing Fees: \$100  
Deposit: \$500  
Date Advertised: 9/13/11  
Date Notices Sent: 9/13/11  
Public Hearing Date: 10/4/11

APPLICANT: Hunt Midwest Real Estate Development, Inc. PHONE: 816-455-2500

ADDRESS: 8300 N.E. Underground Dr., Suite 200  
Kansas City, MO ZIP: 64161-9736

OWNER: Shawnee Mission School District PHONE: 913-993-6200  
7235 Antioch Road

ADDRESS: Overland Park, KS ZIP: 66204

LOCATION OF PROPERTY: 2700 Somerset, Prairie Village, KS 66208

LEGAL DESCRIPTION: See attached Exhibit A

ADJACENT LAND USE AND ZONING:

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Residential</u>	<u>R-1B &amp; R-1A</u>
South	<u>Residential</u>	<u>R-1 (Leawood)</u>
East	<u>Residential</u>	<u>R-1B</u>
West	<u>Residential</u>	<u>R-1A</u>

Present Use of Property: Closed Elementary School

Please complete both pages of the form and return to:  
Planning Commission Secretary  
City of Prairie Village  
7700 Mission Road  
Prairie Village, KS 66208

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

See attached Exhibit B

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

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

If Yes, what length of time?           

SIGNATURE:     *Sam Heel*    

DATE:     9/2/11    

BY:     BRENNER HOLLAND    

TITLE:     DIRECTOR OF RESIDENTIAL REAL ESTATE & ENTITLEMENTS    

Attachments Required:

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

Application No. \_\_\_\_\_

**EXHIBIT A**  
**TO**  
**SPECIAL USE PERMIT APPLICATION**  
**OF**  
**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

**Legal Description of Subject Property**

Beginning at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 12, Range 25, in Johnson County, Kansas, thence West along the North line of said 1/4 1/4 Section, 527.0 feet; thence left on an angle of 90 degrees 15 minutes 45 seconds from the last described course 661.06 feet; thence continuing left 89 degrees 36 minutes 41 seconds from the last described course 527.0 feet; thence continuing left 90 degrees 23 minutes 19 seconds from the last described course along the East line of said 1/4 1/4 Section, 662.22 feet to the point of beginning, except any part thereof in streets, roads or public rights-of-way.

**EXHIBIT B**  
**TO**  
**SPECIAL USE PERMIT APPLICATION**  
**OF**  
**HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**  
**Explanations for Responses to Standards for Special Use Permit**

1. *Is deemed necessary for the public convenience at that location.*

The market study and demographic research for this location shows a viable and true need for a senior, assisted-living and memory care community. Our primary market area data shows a large population of age 65+ households that would be likely candidates for the Benton House units, allowing these residents to stay in the neighborhood and in close proximity to the services, doctors, retail locations and amenities that they enjoy. The area also has a large population of adults aged 45 – 64 who may have parents or grandparents that they want to have living close to them. Additionally, as the senior population occupies the Benton House community, the senior's current home becomes available for younger individuals and families to move into either through lease or purchase.

2. *Is so designated, located and proposed to be operated that the public health, safety, and welfare will be protected.*

The Benton House community will be run by a fully licensed and experienced staff under the direction of Principal Senior Living Group. Principal currently manages and operates over 12 similar communities and the two main partners have over 60 years of combined senior care experience. The senior community generates very low traffic, virtually no crime and very low noise levels. The facility will have internal parking and drives with only two access points to surrounding streets as opposed to the previous use which had six street access points. The building will be designed and constructed to meet all building and site codes and the regulations of local, state and national jurisdictions. After the special use permit approval we will follow the city's review and permitting process prior to construction. The building will also be designed to be EnergyStar compliant for a more sustainable facility.

3. *Is found to be generally compatible with the neighborhood in which it is proposed.*

Please see the building elevation drawings submitted with the application. The Benton House is a residential community for seniors which is designed to be compatible with residential neighborhoods. The building is single-story and the residential pitch-roof

design, roof dormers, stone, brick and stucco exterior materials, window shutter details and the generous use of landscaping softens the structure and adds to the quality of the neighborhood. Most of the old-growth right-of-way trees will be protected and the building will be setback from the street as described below. Additional street trees will be added with the building landscape as approved by Prairie Village.

4. *Will comply with the height and area regulations of the district in which it is proposed.*

The maximum building height allowed within this district is 35'. The single-story Benton House building has a highest roof line measurement of 24'2". The front, rear and side yard setbacks of 30', 25' and 15' respectively are shown on the special use permit plan. As is shown on the plan, the building location is setback over double those requirements. Building coverage is well within the requirements of the district.

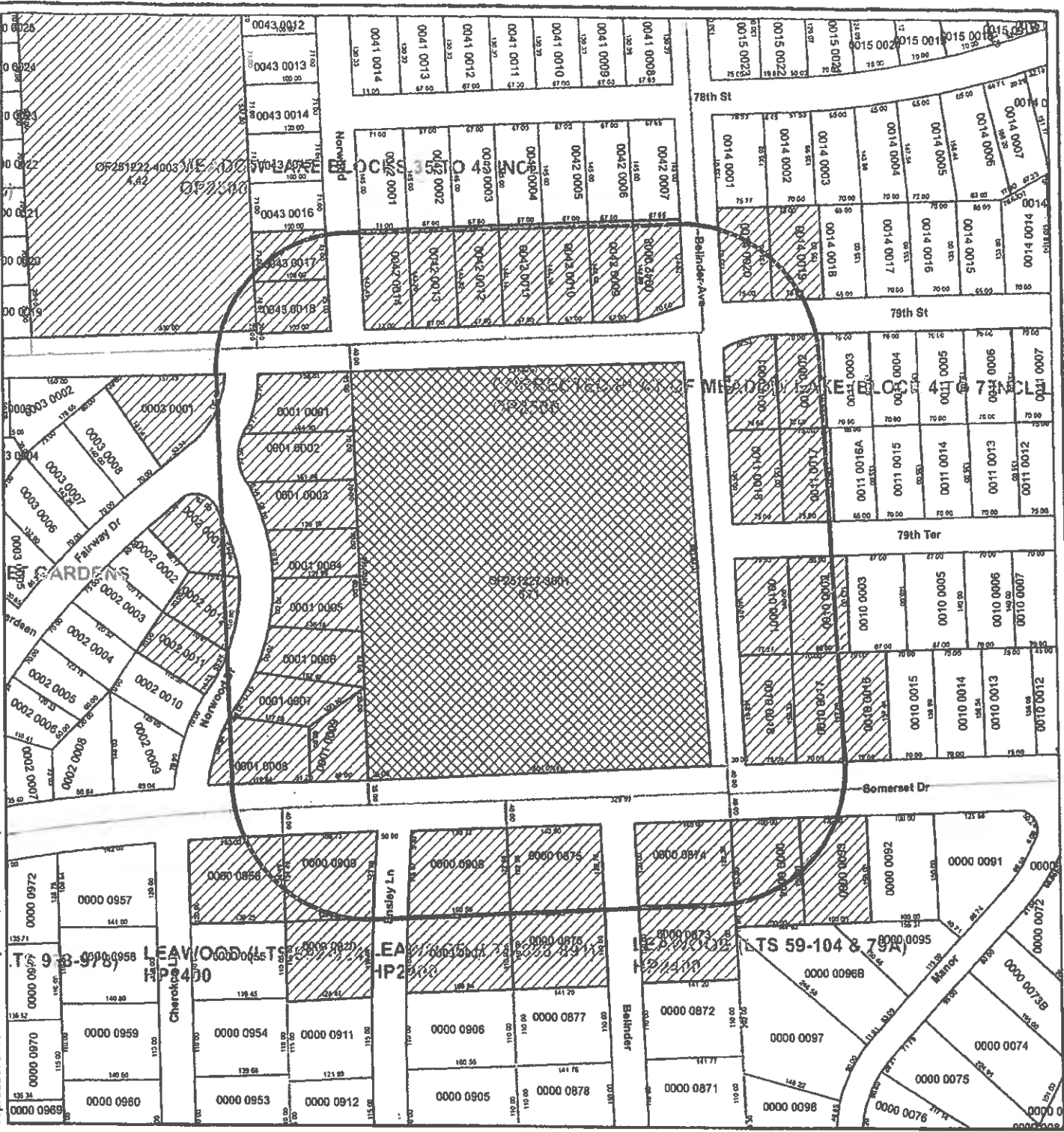
5. *Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations, and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.*

Great care has been taken with the site plan to keep all parking interior to the site and facing towards the interior of the site and away from the neighborhoods. The elementary school that was previously on the site had six driveways that connected to the surrounding streets. The Benton House plan drops the total access point to two locations and has moved these two locations away from existing street intersections. The service entrance and dumpster location are located at the rear (south side) of the building. The dumpster will be screened on three sides with walls and materials that match the building. The fourth side will have screening gates that will remain shut when not in use. A layout and elevation of the dumpster are included with the submittal. Landscape screening will be strategically placed and a landscape plan will be submitted for review.

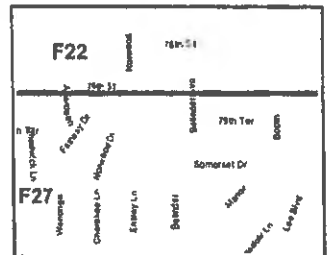
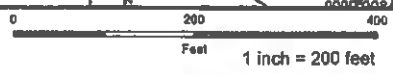
6. *Adequate utility, drainage, and other such necessary facilities have been or will be provided.*

The site is surrounded on three sides by public roadways, utilities and facilities so access to these facilities are readily available. Sanitary sewer is available on the west side of the property and adequate potable water, electric, natural gas and telephone service appear to be available surrounding the site. The first phase of the plan will actually have almost ½ acre less impervious area than the existing school use. Nevertheless, we will provide an additional stormwater BMP to help with area water quality and stormwater runoff. A traffic report and drainage report will be submitted for review. Additionally, much more detail will be gathered, submitted and reviewed during the building permit stage which will follow the approval of the special use permit.





Lot Line  
Section Line  
Plat Perimeter



200 ft Buffer Map

MAP/DATA DISCLAIMER It is understood that, while the AIMS participating agencies and information suppliers have no indication and reason to believe that there are inaccuracies in information incorporated in the base map AIMS and ITS SUPPLIER MAKE NO REPRESENTATION OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA OR SERVICE FURNISHED HEREIN MapRequestID 30306

**SPECIAL USE PERMIT APPLICATION**  
**City of Prairie Village, Kansas**  
**Narrative & Supplemental Materials – September 2, 2011**



*Benton*  
HOUSE  
AT SOMERSET



**Hunt Midwest**



SENIOR LIVING CENTER  
ASSISTED LIVING/MEMORY CARE

## Special Use Permit Application – Project Narrative

Hunt Midwest Real Estate Development, Inc. (HMRED) and Principal Senior Living Group (Principal) have partnered to develop and operate assisted living and memory care residential communities in the Kansas City Metropolitan Area. Our first two communities, Benton House at Shoal Creek, in Kansas City's Northland and Benton House of Lee's Summit, on the east side of Lee's Summit, Missouri are both currently under construction and we expect both communities to open in the spring of 2012. *(Additional information on each of the partners follows this narrative along with a map showing the two Benton House projects that are currently under construction )*

Our partnership has been actively searching for a third site in the Kansas City metropolitan area to utilize the Benton House brand and footprint. Our search has centered on premier in-fill sites in Johnson County, Kansas. In early August of 2011 we responded to a request for proposal and entered into contract with the Shawnee Mission School District to purchase the decommissioned elementary school site at the northwest corner of Somerset Drive and Belinder Avenue in Prairie Village, Kansas. Because Prairie Village is an established first ring suburb with great amenities and a leading school district, a variety of housing stock and close proximity to downtown Kansas City, young families continue to purchase or lease homes in the area while the aging demographic remains strong. We believe this brings a unique mix of adult children wanting to keep their parents close and seniors with equity in their homes that want to stay in the neighborhood they have lived in for years.

The existing elementary school building is approximately 49,800 square feet on a 6.71-acre tract of land. The tract is gently sloping, treed along the perimeter, with streets on three sides and seven single-family detached homes on the west side. The street on the south side of the property is Somerset Drive with Belinder Avenue on the east side and W. 79<sup>th</sup> Street on the north side. Single-family homes surround the site across the three streets. The site also has the normal parking, playground, trail and field facilities associated with an elementary school. It is our intent to completely raze the building and all of the parking, play areas and drives to create Benton House at Somerset as shown on the Phase 1 Plan officially submitted with the Special Use Permit Application. Special care will be taken to protect the old-growth right-of-way trees that surround the property as they will be an integral part of our site.

Principal Senior Living has developed and fine-tuned the Benton House concept which is a single-story building, wood frame building comprised of apartment style suites that circle interior common areas and exterior courtyards. The +/- 39,337 square foot floorplan was developed to limit the ambulatory distance from any suite to the common areas for the assisted living residents and to provide constant supervision and oversight of memory care residents. The first phase of the building will contain 59 rooms. A majority of the memory care resident utilize companion suites (2 residents per room). Approximately 75% of the units will be assisted living and 25% will be memory care units. *(a floorplan has been included for your information)* The building has a commercial kitchen, common dining areas, media room and library, hair salon/barber shop, outdoor courtyards and other flex spaces that can change as amenity needs dictate. The apartments all have handi-cap accessible bathrooms, kitchenettes, walk in closets and their own thermostats to control heating and cooling. The facility will include a community bus with wheel chair lift for transportation of the residents to offsite events, shopping, doctor appointments, etc.

The Phase 1 Plan show a future building expansion area where a wing can be added for 12 additional memory care units with a courtyard for those units. The parking, driveways, utilities, etc. installed with the first phase of the building will accommodate this expansion and we ask that the special use permit allow for the construction of the expansion pending proper staff review of the building construction plans during the permit process.

This building and associated facilities enable the highly trained, caring staff to provide assisted living and memory care services that help balance the desire for independence with the need for support. At Benton House, **Assisted Living** means:

**Independence, Dignity and Choice** - Age does not diminish the basic human desire for independence, dignity and choice. Benton House seeks to fulfill for seniors what we all want each and every day—to be happy and healthy, to continue to contribute, and to have a voice in the direction of our lives.

**Balancing Independence and Support** - Our communities handle burdensome tasks such as cooking and cleaning so residents can focus on the important things in life. Free from home upkeep chores, our residents can focus on family, friends and fun. But with personal emergency response systems and 24-hour access to staff, residents feel at ease knowing support is available if needed.

**Truly At Home With Assisted Living** - Some seniors may need help managing their medications or with other types of personal assistance. Our communities offer a variety of assisted living support to match individual needs. Every member of our staff provides assistance discreetly and with great care. Our communities combine dignity and choice within a framework of independence and support. It's one of the many reasons our residents feel truly at home here.

A point of particular pride for Benton House is the separate, exclusive neighborhood dedicated to serving residents experiencing Alzheimer's Disease or related dementia. Our **Memory Care** communities provide:

**A Unique Neighborhood for Unique Needs** – This is an exclusive area dedicated to residents facing memory loss. Bright and beautiful, it offers assisted living plus an innovative open design with homelike comforts—but it is also key-pad protected.

**A Unique Neighborhood-Innovative Design** - Bright and beautiful, this area is still assisted living but features an innovative design developed with passion and purpose. The large open plan offers residents the reassurance of knowing others are around if needed but also the space to be themselves. This includes free access to an enclosed courtyard where they can enjoy gardening, walking or simply relaxing in a favorite rocking chair. So while families rest easy knowing the neighborhood is key-pad protected residents can truly feel free to move around their home. Next, building on studies showing a non-institutional environment is better suited for those experiencing Alzheimer's Disease or related dementia; our memory care neighborhood is designed to be a residential as possible. Great care is taken in the selection of furnishings, lighting and color palettes. The result is living spaces that are comfortable, functional and beautiful.

**A Unique Lifestyle-Daily Life** - As many caregivers can attest, familiar routines can be reassuring to those experiencing Alzheimer's Disease or other memory loss. But as the saying goes "variety is the spice of life." Benton House seeks to blend both of these needs through our Daily Life. In practice this means while certain aspects of daily living, such as dining, fitness or relaxation, occur at roughly at the same time each day, we seek to vary the activities and events within those time periods so each day feels both familiar and fresh. Ensuring that daily life remains fun and eventful is the responsibility of the Beacon Coordinator, a person dedicated exclusively to the service of the memory care neighborhood residents.

The aforementioned care can only be accomplished with a great team. Typically, the Benton House communities are staffed by approximately 24 associates with the following breakdown:

<b>Title / Position</b>	<b>No. of Associates</b>	<b>Typical Hours</b>
Executive Director	1	Monday – Friday 8:30am – 5:30pm
Resident Services Director (nurse)	1	Monday – Sunday 8:30am – 5:30pm
Community Relations Director	1	Monday – Friday 8:30am – 5:30pm
Food Service Director/Cooks	1	Monday – Sunday 7:00am- 3:00pm
Cook	1	Monday – Sunday 11:00am – 7:00pm
Activity Director	1	Monday – Sunday 9:00am – 6:00pm
Maintenance Director	1	Monday – Friday 8:00am – 5:00pm
Care Assistants	7	Monday – Sunday 7:00am- 3:00pm
Care Assistants	5	Monday – Sunday 3:00pm- 11:00pm
Care Assistants	5	Monday – Sunday 11:00pm- 7:00am
<b>Total Number of Associates on Average:</b>	<b>24</b>	

**Monday – Friday Shifts**

7:00 am – 8 employees coming, 5 leaving\*  
 8:00 am – 1 coming  
 8:30 am – 3 coming  
 9:00 am – 1 coming  
 11:00 am – 1 coming  
 3:00 pm – 5 coming, 8 leaving\*  
 5:00 pm – 1 leaving  
 5:30 pm – 3 leaving  
 6:00 pm – 1 leaving  
 7:00 pm – 1 leaving  
 11:00 pm – 5 coming, 5 leaving

**Saturday - Sunday Shifts**

7:00 am – 8 employees coming, 5 leaving\*  
 8:00:00 am - no change  
 8:30 am – 1 coming  
 9:00 am – 1 coming  
 11:00 am – 1 coming  
 3:00 pm – 5 coming, 8 leaving\*  
 5:00 pm – no change  
 5:30 pm – 3 leaving  
 6:00 pm – 1 leaving  
 7:00 pm – 1 leaving  
 11:00 pm – 5 coming , 5 leaving

\* Peak employee turnover times involving 13 cars typical

As shown on the Phase 1 Plan, there is excessive lawn area to the north and west of the Benton House parking and drives. The Master Plan sheet was included to show the city and the general public a conceptual use of this land as future demand arises for a slightly different senior product. With this land and the drives that will be constructed with the Phase 1 Plan, an additional 16 senior housing cottages and / or villas could be constructed on the site. The units shown on the plan are the actual footprints of product that Principal and their architect have constructed in other parts of the country. This product would allow the slightly more active senior to have a larger home with a garage while still being a part of and utilizing some of the Benton House community services. The space is flexible enough with regards to site setbacks and topography to be able to fine-tune the product offering to market demand. We understand that we will be required to submit application to the city for an additional special use permit and / or zone change to allow for this product at the time we decide to move forward with these cottages and villas.

As you review the special use permit application, the associated plan, this narrative and the supplemental materials, we think you will find that the Benton House at Somerset is a unique and ideal fit for this site and Prairie Village. This is a relatively small facility for this industry – allowing for complete attention to detail and the care of each resident as an individual. In Exhibit B of the application we provide additional narrative to answer specific permit questions and we would encourage you to read that submittal as well so we have included that text as a part of the following supplemental information. We would respectfully ask that the special use permit as submitted be issued. We are available to answer any questions and to provide additional materials and information as may be needed - please do not hesitate to call. Thank you in advance for your time and effort in reviewing this application.

## **SUPPLEMENTAL INFORMATION FOLLOWS:**

**EXHIBIT B  
TO  
SPECIAL USE PERMIT APPLICATION  
OF  
HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.**

**Explanations for Responses to Standards for Special Use Permit**

*1. Is deemed necessary for the public convenience at that location.*

The market study and demographic research for this location shows a viable and true need for a senior, assisted-living and memory care community. Our primary market area data shows a large population of age 65+ households that would be likely candidates for the Benton House units, allowing these residents to stay in the neighborhood and in close proximity to the services, doctors, retail locations and amenities that they enjoy. The area also has a large population of adults aged 45 – 64 who may have parents or grandparents that they want to have living close to them. Additionally, as the senior population occupies the Benton House community, the senior's current home becomes available for younger individuals and families to move into either through lease or purchase.

*2. Is so designated, located and proposed to be operated that the public health, safety, and welfare will be protected.*

The Benton House community will be run by a fully licensed and experienced staff under the direction of Principal Senior Living Group. Principal currently manages and operates over 12 similar communities and the two main partners have over 60 years of combined senior care experience. The senior community generates very low traffic, virtually no crime and very low noise levels. The facility will have internal parking and drives with only two access points to surrounding streets as opposed to the previous use which had six street access points. The building will be designed and constructed to meet all building and site codes and the regulations of local, state and national jurisdictions. After the special use permit approval we will follow the city's review and permitting process prior to construction. The building will also be designed to be EnergyStar compliant for a more sustainable facility.

*3. Is found to be generally compatible with the neighborhood in which it is proposed.*

Please see the building elevation drawings submitted with the application. The Benton House is a residential community for seniors which is designed to be compatible with residential neighborhoods. The building is single-story and the residential pitch-roof design, roof dormers, stone, brick and stucco exterior materials, window shutter details and the generous use of landscaping softens the structure and adds to the quality of the neighborhood. Most of the old-growth right-of-way trees will be protected and the building will be setback from the street as described below. Additional street trees will be added with the building landscape as approved by Prairie Village.

*4. Will comply with the height and area regulations of the district in which it is proposed.*

The maximum building height allowed within this district is 35'. The single-story Benton House building has a highest roof line measurement of 24'2". The front, rear and side yard setbacks of 30', 25' and 15' respectively are shown on the special use permit plan. As is shown on the plan, the building location is setback over double those requirements. Building coverage is well within the requirements of the district.

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

Great care has been taken with the site plan to keep all parking interior to the site and facing towards the interior of the site and away from the neighborhoods. The elementary school that was previously on the site had six driveways that connected to the surrounding streets. The Benton House plan drops the total access point to two locations and has moved these two locations away from existing street intersections. The service entrance and dumpster location are located at the rear (south side) of the building. The dumpster will be screened on three sides with walls and materials that match the building. The fourth side will have screening gates that will remain shut when not in use. A layout and elevation of the dumpster are included with the submittal. Landscape screening will be strategically placed and a landscape plan will be submitted for review.

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

The site is surrounded on three sides by public roadways, utilities and facilities so access to these facilities are readily available. Sanitary sewer is available on the west side of the property and adequate potable water, electric, natural gas and telephone service appear to be available surrounding the site. The first phase of the plan will actually have almost ½ acre less impervious area than the existing school use. Nevertheless, we will provide an additional stormwater BMP to help with area water quality and stormwater runoff. A traffic report and drainage report will be submitted for review. Additionally, much more detail will be gathered, submitted and reviewed during the building permit stage which will follow the approval of the special use permit.





## **Hunt Midwest**

Established in 1985 with the founding principles of innovation and growth, Hunt Midwest Real Estate Development is the developer of more than 6,200 acres of commercial, retail, industrial and residential property primarily in Kansas City, Missouri.

Hunt Midwest is owned by the family of legendary sports pioneer and entrepreneur Lamar Hunt. The Hunt family business includes a diverse portfolio of entities involved in real estate, sports, media, energy/resources, private equity and investments. In addition to Hunt Midwest, the company has a number of marquee interests including the Kansas City Chiefs, Chicago Bulls, Columbus Crew, FC Dallas Soccer Club, Dallas' Pizza Hut Park and Chicago's United Center.

As Hunt Midwest has evolved into one of Kansas City's largest full-service real estate development firms, it has made a major impact on the area along the way. Hunt Midwest team members are proud of the role they play in contributing to a growing, vibrant community. Company representatives actively participate in the area's civic and charitable groups, chambers of commerce and economic development organizations.

[www.huntmidwest.com](http://www.huntmidwest.com)



*Your Lifestyle. Our Community.*



Principal Senior Living Group (PSLG) was founded by David Winters and Kyle Diekmann in 1997. These two partners have been involved in more than 200 senior care facilities across the United State and have over 60 years of combined experience in the industry.

In the past 14 years, PSLG has developed over 20 senior living communities and currently manages and operates 12 senior living communities in South Carolina, Georgia, Florida and Missouri. Their hands-on management style, careful staff selection and successful track record set a superior standard. These partners thrive on creating beautiful facilities that are well managed with a caring environment and a residential, home-like feel.

[www.bentonhouse.com](http://www.bentonhouse.com)



# Principal Senior Living Group Properties



**Benton Village of Palm Coast, Florida**



**Benton House of Titusville, Florida**



**Benton House of Dublin, Georgia**



**Benton Manor of Eagles Landing  
Stockbridge, Georgia**



**Benton House of Eagles Landing  
Stockbridge, Georgia**



**Benton House of Covington, Georgia**



**Benton House of Sugar Hill, Georgia**



**Benton House of Newnan, Georgia**



**Benton House of Douglasville, Georgia**



**Benton House of Johns Creek, Georgia  
(under construction)**

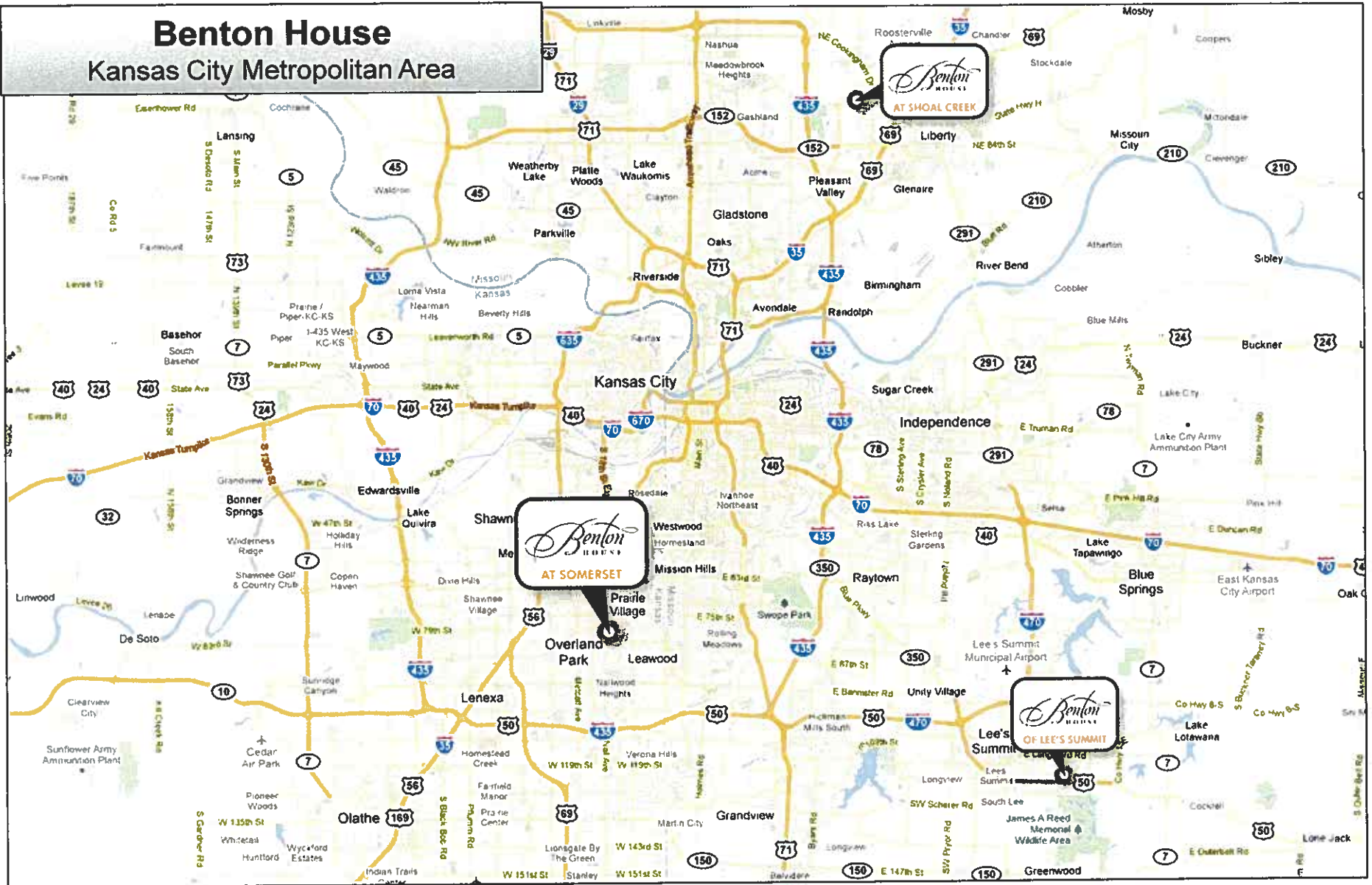


**Garden House of Anderson, South Carolina**



**Peachtree Plantation of Oakwood, Georgia 11**

# Benton House Kansas City Metropolitan Area





Typical Front Elevation



Typical Courtyard with Fountain



Typical Entry Foyer





Typical Country Kitchen



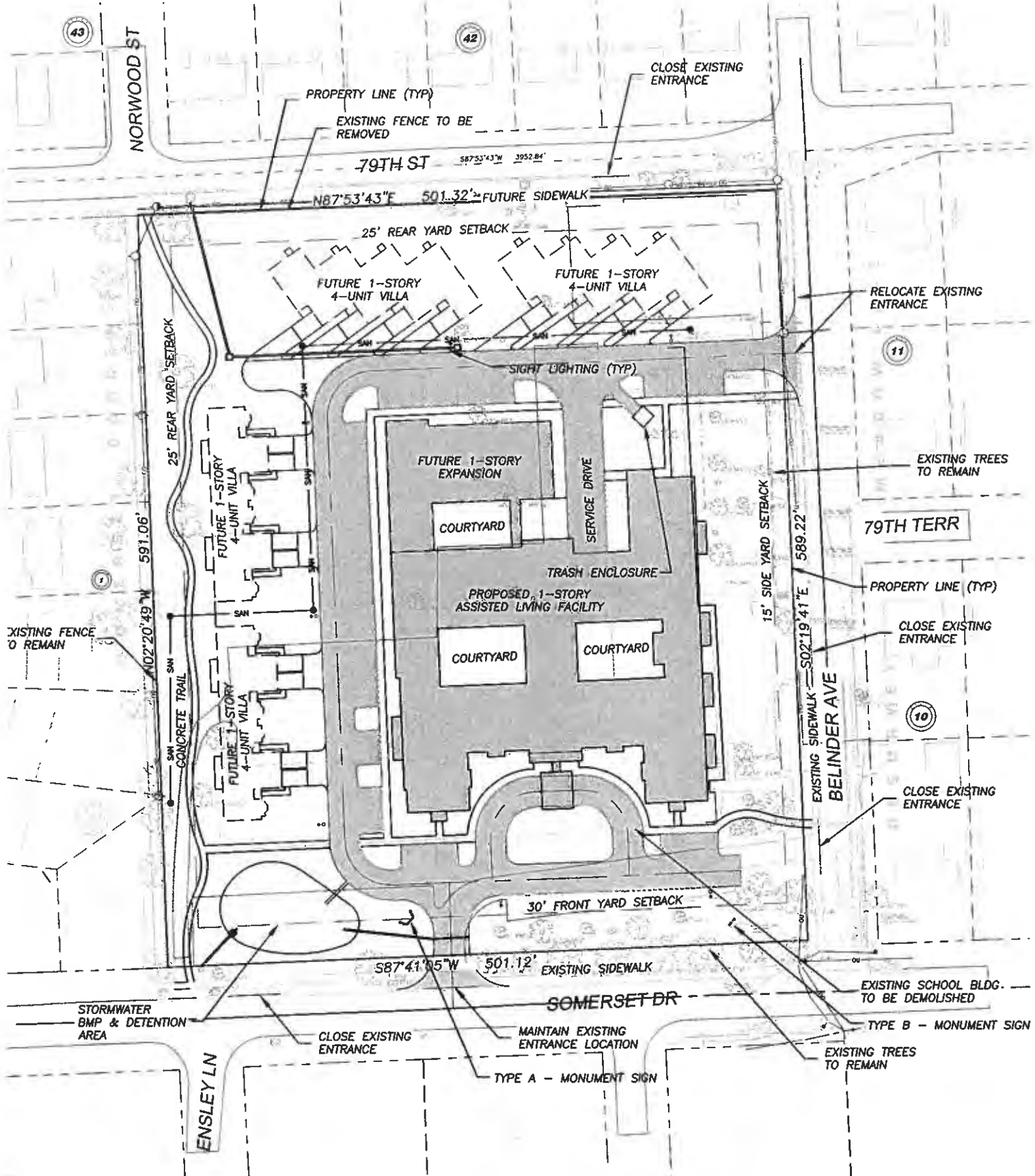
Typical Resident's Dining Room



Typical Resident's Living Room



Typical Memory Care Living Room



NORWOOD ST

PROPERTY LINE (TYP)

EXISTING FENCE TO BE REMOVED

CLOSE EXISTING ENTRANCE

79TH ST

587°53'43"W 3952.84'

N87°53'43"E 501.32' FUTURE SIDEWALK

25' REAR YARD SETBACK

FUTURE 1-STORY 4-UNIT VILLA

FUTURE 1-STORY 4-UNIT VILLA

RELOCATE EXISTING ENTRANCE

25' REAR YARD SETBACK

FUTURE 1-STORY 4-UNIT VILLA

FUTURE 1-STORY EXPANSION

SIGHT LIGHTING (TYP)

EXISTING TREES TO REMAIN

COURTYARD

SERVICE DRIVE

79TH TERR

TRASH ENCLOSURE

PROPOSED 1-STORY ASSISTED LIVING FACILITY

15' SIDE YARD SETBACK

PROPERTY LINE (TYP)

EXISTING FENCE TO REMAIN

591.06'

CONCRETE TRAIL

FUTURE 1-STORY 4-UNIT VILLA

COURTYARD

COURTYARD

CLOSE EXISTING ENTRANCE

102°20'49"W

589.22'

EXISTING SIDEWALK BELINDER AVE

502°19'41"E

10

CLOSE EXISTING ENTRANCE

30' FRONT YARD SETBACK

587°41'05"W

501.12' EXISTING SIDEWALK

EXISTING SCHOOL BLDG. TO BE DEMOLISHED

STORMWATER BMP & DETENTION AREA

SOMERSET DR

TYPE B - MONUMENT SIGN

ENSLEY LN

CLOSE EXISTING ENTRANCE

MAINTAIN EXISTING ENTRANCE LOCATION

EXISTING TREES TO REMAIN

TYPE A - MONUMENT SIGN



**Hunt Midwest**

8300 N.E. UNDERGROUND DRIVE  
KANSAS CITY, MISSOURI 64116  
(816) 455-2500 • Fax: (816) 455-2890

September 6, 2011

**NOTICE OF NEIGHBORHOOD & PLANNING COMMISSION MEETINGS**

RE: Somerset Elementary School Site  
2700 Somerset Drive  
Prairie Village, Kansas 66206

Dear Neighbor:

In early August of this year Hunt Midwest Real Estate Development, Inc. contracted with the Shawnee Mission School District to purchase the approximately 6.7 acre site at the northwest corner of Somerset Drive and Belinder Road in Prairie Village. As you may be aware, the elementary school at this location has been permanently closed by the district. It is our intent to develop the property into a first-class assisted living and memory care community to serve the local senior population – this senior care community will be known as Benton House at Somerset.

On September 2, 2011, we applied to the City of Prairie Village, Kansas for a special use permit which, if approved, would allow for the construction of this facility within the current zoning district. The application process includes a neighborhood meeting and public meetings to make sure citizens and neighbors are apprised of the potential development and have an opportunity to understand what will be constructed on the site and to provide comment. We would like to invite you to attend the following meetings:

**NEIGHBORHOOD MEETING**

**September 14, 2011 – 7:00 p.m.**

**Multipurpose Room**

**Prairie Village City Hall - 7700 Mission Road**

**PLANNING COMMISSION MEETING**

**October 4, 2011 – 7:00 p.m.**

**Council Chambers**

**Prairie Village City Hall - 7700 Mission Road**

For this exciting development, we have teamed with Principal Senior Living Group, a senior housing developer and manager with many years of experience developing and managing assisted-living and memory care communities.

The existing school building and facilities will be razed in order for us to construct the new building that will be approximately 39,337 square feet. The first phase of the building will contain 59 apartment units with approximately 75% of the units being assisted living and 25% being memory care units. The building will contain a commercial kitchen, common dining

areas, media room and library, hair salon/barber shop, outdoor courtyards and other flex spaces that can change as amenity needs dictate. The apartments units themselves typically include handi-cap accessible bathrooms, kitchenettes, walk-in closets, emergency response systems and their own thermostats to control heating and cooling. These private pay apartment style homes will allow residents to bring their own furnishings and keepsakes to make their home their own. An area for future building expansion, where a wing can be added for twelve additional memory care units with a courtyard for those units, is included in the plan. This is a relatively small facility for this industry – allowing for complete attention to detail and the care of each resident as an individual.

At the neighborhood meeting we will present the building floorplan and elevations, the special use permit site plan and other information for you to review and comment on. We will also have a question and answer period in an attempt to make sure you have as much information as possible.

We feel the Benton House at Somerset will be an ideal addition to the neighborhood because it is a residentially designed, single-story building with upgraded architecture and landscaping. The building will be set back from the street with all parking facing interior to the site. This setback and site design will allow us to protect and enhance the perimeter right-of-way trees as much as possible. Additionally, these senior care facilities create much less noise and traffic for a neighborhood than the previous school or other potential uses for this site such as neighborhood retail, commercial or office.

Before the meeting, we would invite you to visit [www.BentonHouse.com](http://www.BentonHouse.com) to get a more complete idea of the quality of the facilities and the typical services that will be offered and [www.huntmidwest.com](http://www.huntmidwest.com) to learn more about our company and the quality and commitment we bring to our developments.

Please RSVP to Donna Willis at Hunt Midwest by email to [dwillis@huntmidwest.com](mailto:dwillis@huntmidwest.com) or by telephone at (816) 455-2500 to let us know if you plan to attend the neighborhood meeting. We look forward to seeing you.

Sincerely,

**Hunt Midwest Real Estate Development, Inc.**



Brenner Holland  
Director of Residential Real Estate & Entitlements  
(816) 455-2500  
[bholland@huntmidwest.com](mailto:bholland@huntmidwest.com)

## **Special Use Permit Application for Somerset School Site**

### **Neighborhood Meeting**

**September 14, 2011**

#### **Report of Meeting Presentation and Discussion**

- Commenced at 7:02 pm
- Opening presentation by Brenner Holland, Hunt Midwest Real Estate Development, Inc. (HMRED)
  - Identified the parties involved and present at meeting. Overview of partnership between HMRED and Principal Senior Living Group (Principal). Those in attendance for the partnership were:
    - Brenner Holland, HMRED
    - Kyle Diekmann, Principal
    - Ora Reynolds, HMRED
    - Brett Carlgren, BHC Rhodes – civil engineer
    - Jim Tilden, Seigfreid Bingham Levy Selzer & Gee – attorney
    - Sheila Martin, Principal
  - Also attending the meeting were Dennis Enslinger, Assistant City Administrator for Community Development Services of the City of Prairie Village, Kansas and members of the surrounding neighborhoods – see sign in sheet list, Exhibit A.
  - Holland gave an overview of intended use for the property as an assisted living and memory care facility. Will be operated under the brand name of Benton House.
  - Holland described SUP process and informed neighbors that Planning and Zoning Commission meeting would be held on October 4, 2011 in the council chambers of Prairie Village City Hall at 7:00 pm. Public is welcome to attend and comment. Planning and Zoning Commission will make recommendation to City Council who has final say on special use permits. The plan is to have the council hear the recommendation at the October 17, 2011 meeting in the council chambers of Prairie Village City Hall at 7:00 pm.
  - Holland described the demolition phase - will use professional contractor who will raze building and properly dispose of and / or recycle all materials. Any asbestos or other toxic materials will be handled and removed by a specialized environmental contractor. Mentioned that some play sets and swings may be donated back to school district or other organizations.
  - Holland described the proposed Site Plan using site plan exhibits on presentation boards:
    - Intended Phase 1 of 59 unit assisted living and memory care around two courtyards, with phase 2 expansion area that would accomdated 12 additional units approved with this SUP. Compared layout to existing current school building, parking lots and play areas. Other specific points presented:
      - Described potential phase 3 (villas / cottages) – stated that these will require amendment to SUP through same process. Neighbors



will have opportunity to review and comment. Will be oriented in a way so that there is a “back-to-back” alignment with houses to the west. Also access to the garages will be from the internal driveway – no direct access to any bordering street.

- Assisted living and memory care building will be single story; wood frame construction; residential look and feel. Pitched roofs, heavy landscaping.
  - Location of parking on the interior per staff suggestion.
  - Reduction in number of access points from current 6 drives to 2 drives on new plan; Service entrance will remain off of Belinder Road at back of building. 2 new drives further from main intersections.
  - Preservation of existing right-of-way trees is important to developer group – will work with PV tree board to determine trees that need to go and trees that should stay.
  - Setbacks greatly exceed code requirements. Building will be setback from property line at least as far as the school building is.
  - Described traffic count comparison to school use
- Following Brenner Holland’s presentation, Kyle Diekmann of Principal presented and described in more detail the assisted living and memory care facility as well as Principal’s operating philosophies and experience. Diekmann used a board with 8”x10”, color pictures of existing similar facilities being operated by Principal as an exhibit and aid to his presentation. Specific points of the presentation included:
    - Diekmann described the background and experience of Principal and their development and operation of similar facilities, mostly in the southeast part of the country. Two Benton House facilities are currently being constructed in that Kansas City metro area.
    - Diekmann explained Principal’s operating philosophy – hands on management of a smaller, more personal facility. Described the expertise of the owners of Principal.
    - Diekmann described the type of services to be provided at the Benton House – assisted living and memory care including:
      - Assistance with day-to-day activities such as medications, bathing, ambulatory help, etc.
      - Three meals per day provided
      - 24/365 staff; can include a nurse
      - Community activities such as gardening in the courtyards
      - Facility provided transportation for health care appointments, shopping, entertainment, etc.
      - On-site hair-dresser, manicurist. Bring specialist in to use facility and provide this service.

- Diekmann described how the proposed Benton House facility follows a strict operating philosophy and plan to meet the residents' needs – e.g. well trained and supported staff, homey feel, courtyards, private dining room, media room, family kitchen that can be used by guests.
- Neighbors were encouraged to ask questions during or after the presentations. Specific questions and a brief summary of the answers / discussion follows:
  - What communication will Benton House have with the neighbors? Will there be a news letter of events? Will you communicate if an Alzheimer's patient unexpectedly leaves the facility?
    - Diekmann: Have never before been asked to provide a newsletter that is for the neighbors outside of the facility but would consider doing that.
    - Holland: Will communicate future development plans such as when the expansion will take place for the 12 additional units is to occur. In addition, we will be required to communicate plans for the cottages / villas when through the process to amended the SUP.
  - When will the cottages and / or villas be constructed?
    - Holland: no plans for when these will be done. The footprints shown are buildings that Principal has built in the past. Showing to make sure the buildings would fit and to be transparent with the city and neighbors we may move forward with this use in the future but no schedule has been defined.
  - How many residents will live at the facility?
    - Diekmann: Phase 1 – 59 units, approximately 60-65 residents. With phase 2 – 71 units, approximately 80 residents. Some memory care units will have two residents per apartment
  - Will there be playground equipment or other amenities to encourage families to visit?
    - Diekmann: No playground specifically onsite. Will have other facilities for family and visitors: trail and extensive sidewalks, family kitchen for making cookies / favorite meals, media room, courtyard, private dining area, etc. - all can be utilized by visitors with the residents.
    - Holland: The city's existing Meadowlake Park is within walking distance. The north / south walking trail on the west side of site plan is a connection for the community to use to access the park. Will also be used by residents with street-side sidewalks.
  - Will there be a light or crosswalk at trail and 79<sup>th</sup> Street intersection?
    - Enslinger: City unlikely to provide a crossing light across 79<sup>th</sup> Street for access to the existing park. Would not be a warrant there.
  - What outside lighting will there be?
    - Carlgren: All parking on the inside so that car lights will not be directed at neighbors. Light poles and fixtures engineered to be "dark sky" lighting to

minimize spillage to unintended areas – neighborhoods. Spaced to light parking and drives to be safe.

- Martin: Lights on the building are also designed to be “dark sky” which means they have shields that keep the light directed in a certain area and not up to the sky or away from property.
- Enslinger: City will require 0 foot candles of light at the property line.
- Will it be a private-pay facility?
  - Diekmann: Yes – Month-to-month leases; no buy-in required. Will not accept Medicare or Medicaid. 15-20% of residents will have private-care insurance. Some veterans benefit programs can be used.
- Will you allow visits by neighboring school children and Scout troops?
  - Diekmann: Yes – we encourage having children and other choirs perform. Sometimes Boy Scouts or Girl Scouts come in. We provide other events such as “pet therapy”, speakers and other activities that may include community members. Each site has a community outreach director that schedules events.
- What medical professionals will be on staff?
  - Diekmann: Staff usually includes nurses. No doctors will be on staff.
- What is the resident turnover?
  - Diekmann: 18-24 months is typical.
- Do you have couples as residents?
  - Diekmann: Yes – they typically occupy one of the 1-bedroom apartments, which have room for a king-sized bed. Some rooms in the memory care unit will have two occupants because many memory-care residents do better with a roommate.
- Did you think about renovating the existing structure for your use?
  - Carlgren: Yes, but there would be too many challenges with doing that. Would need to upgrade to current building codes. Low ceilings and other features would be difficult to create the homey, high quality feel that residents will want to live in.
  - Diekmann: Footprint of current building would make it difficult to have a caring, efficient, non-institutional operation that meets our philosophy.
- How long will the demolition take?
  - Holland: Should take approximately 2 months depending on weather. Licensed contractor will remove “toxic” materials, which primarily are asbestos in floor tile, sink coatings and pipe insulation. Quantity is small so will be able to remove it in sealed bags.
- What will be the grade of the new facility and how will run-off be handled?
  - Carlgren: The grade (elevation of finished floor) will be essentially unchanged from school, but with Phase 1 and 2 will have less impervious area than school, so there should be less run-off. Even with Phase 3, the total impervious area will be

only slightly more than the school. Will have a site disturbance and erosion control plan that will be submitted to the city. Plan will utilize BMPs like silt fences around the construction site. If those are not sufficient, the contractor will build berms or other control features to control run-off and keep dirt and debris from migrating off of the site. When completed, some run-off, less than current runoff amount, will be directed to a storm sewer in the northwest corner of the site that will be connected to the city storm sewer. Majority of run-off on the west will be collected from the parking lot and driveway and directed to the southwest into a storm water detention feature that will filter the water and allow it to slowly drain into the city storm sewer.

- Will you construct a privacy fence along the west boundary?
  - Holland: That is not currently in the plan. We would consider doing appropriate screening at the time that we seek to have the phase 3 SUP amendment approved.
- Meeting ended with a thank you for attending from Holland to the neighbors and a repeat of the announcement that the Planning Commission meeting will be on October 4 at City Hall and that the Planning Commission recommendation is likely to be taken up by the City Council at its October 17 meeting.
- Adjourned at 8:05 pm







## ADMINISTRATION

Communications Committee Meeting Date: October 11, 2011  
Council Meeting Date: October 17, 2011

### Communications Committee: Consider Village Voice Agreement

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#### RECOMMENDATION

The Communications Committee recommends approval to the City Council to contract with ProMail Services, for design, printing and mailing of the Village Voice for the 2012 year.

#### SUGGESTED MOTION

Move that the City Council approve the agreement with ProMail Services, for design, printing and mailing of the Village Voice and authorize the Mayor to execute the agreement.

#### BACKGROUND

The agreement with First Choice Associates for designing, printing and mailing the newsletter ends in 2011. They have been the newsletter vendor since 2009. Staff sent bids to 24 vendors and received 9 responses. The bid summary is attached. Based on price and quality of work, staff interviewed ProMail Services, Valley Offset Printing and Spangler Graphics. Staff was impressed with the quality of work from ProMail Services and they were the low bid. The contract will begin with the February/March 2012 issue and will expire after the December 2012/January 2013 issue whereby it will be up for renewal.

#### FUNDING SOURCE

01-01-01-6009-022

#### RELATION TO VILLAGE VISION

LG1B            Enhance communication between government officials and the public.  
                  Enhance transparency of processes and financial accountability.

#### ATTACHMENTS

1. Bid Summary
2. Contract
3. Specifications

#### PREPARED BY

Jeanne Koontz  
Deputy City Clerk  
October 12, 2011

## AGREEMENT FOR PRODUCTION OF CITY NEWSLETTERS

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY AND BETWEEN the City of Prairie Village, Kansas, hereinafter called the "City", and **Promail Services**, hereinafter called the "Contractor".

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS,

Herein contained, the parties agree as follows:

### ARTICLE I SCOPE OF SERVICES

The Contractor shall perform the following services as identified in the following and the attached Specifications:

- A. Provide design services for six (6) rotating templates for a full-color, eight (8) page, twelve (12) page or sixteen (16) page newsletter as dictated by content.
- B. Provide layout, design, and associated creative services necessary to ensure the publication of six (6) issues (February/March, April/May, June/July, August/September, October/November and December/January) of the *Prairie Village Voice*, to be distributed to each residence and business within the corporate limits of Prairie Village, Kansas within fourteen (14) days of the City's submission of all information pertaining to the newsletter to the Contractor beginning with the February/March, 2012 issue.
- C. Provide all paper and printing services necessary to ensure the production and distribution of all publications identified in B in accordance with the attached Specifications.
- D. Provide an ftp site for uploading digital pictures to be used in the newsletter.
- E. Provide an electronic version of each of the six (6) issues of the *Prairie Village Voice* and provide this electronic copy to the City at the time of publication of each issue. The electronic copy shall be in PDF format.
- F. Provide mailing services necessary to ensure certification, labeling and sorting of publications for delivery by the United States Postal Service, Prairie Village substation, for distribution.  
All postage costs shall be paid by the City.
- F. Provide the City with a minimum of one (1) and a maximum of four (4) drafts of each publication.
- G. Provide one final PDF copy of each publication prior to printing.
- H. Provide the City with 250 copies of each publication for internal distribution.



I. All newsletter copies representing printing overages will be delivered to the City for additional distribution.

No publications shall be delivered for printing without the authorization of the City Administrator or his appointee.

## ARTICLE II COMPENSATION

**The City agrees to compensate the Contractor for performing the services described in Article I and the attached Specifications according to the following schedule:**

<i>Prairie Village Voice – 8 page</i>	\$2,730 per issue*
<i>Prairie Village Voice – 12 page</i>	\$3,900 per issue*
<i>Prairie Village Voice – 16 page</i>	\$4,290 per issue*

\*Based on 10,000 circulation

After delivery of all copies of a publication to the United States Postal Service for distribution, the Contractor shall submit a statement to the City indicating the amount due as described above. The City shall make payment within thirty (30) calendar days of the date said statement is received by the City. Payment to the Contractor will be made only for services approved by the City Administrator or his appointee.

### **ARTICLE III MISCELLANEOUS PROVISIONS**

#### Term of Contract

**This agreement shall be effective from the \_\_\_ day of \_\_\_\_\_, 2011 and shall continue until the 31<sup>st</sup> day of December, 2012.** The parties may renegotiate or decrease or increase unit quantities or unit prices if the City elects to renew the contract on an annual basis, and the renewal of such contract shall accordingly be contingent on the ability of the parties to reach a satisfactory agreement on unit quantities and unit prices for the new contract term. If the City intends to renew the Contract pursuant to this Section, it shall provide the Contractor with written notice of such intent no later than sixty (60) days prior to the date on which each contract term is to expire. All renewal periods will be subject to satisfactory performance by the contractor of his/her contract the previous year and appropriation of funds.

#### Termination

The City or the Contractor may terminate this Agreement at any time and for any reason by giving to the other party a notice in writing at least sixty (60) days prior to the effective date of such termination. In the event the Agreement is terminated as herein provided, the City agrees to pay to the Contractor any and all sums due and owing for services rendered in accordance with the terms of this Agreement as of the effective date of such termination.

#### Assigning or Subletting the Contract

The Contractor shall not assign or sublet the contract or any portion of the contract without approval by the City. Any assignment or sublease agreement entered into by the Contractor shall not be construed as making the City a party of such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the Contractor of his liability and obligation under the contract. All transactions will be made through the Contractor. Subcontractors will be recognized and dealt with only as workers and representatives of the Contractor and as such shall be subject to the same requirements of Contractor.

#### Proprietary Rights

The Contractor acknowledges that any and all writings, documents, information, data, and other tangible or intangible materials (whether reduced to written form or otherwise) which are protectable under copyright or trademark law, and all associated intellectual property rights, that City creates, develops or delivers in connection with any printing and publication services contemplated by this Agreement, shall be the sole and exclusive property of City ("City Property"). The parties acknowledge and agree that any new graphics or artwork to be placed upon

any publications produced by Contractor for City under this Agreement which are protectable under copyright or trademark law, and all intellectual property rights associated therewith, that Contractor and City jointly create, develop or deliver, shall be the sole and exclusive property of City and are included in the definition of City Property as used herein. Upon request of City, Contractor hereby agrees to execute and deliver such documentation as may reasonably be requested to transfer any ownership rights which it has in such jointly created, developed or delivered graphics or artwork to City to permit City to perfect its intellectual property rights in such items. Contractor and its agents are not authorized to and may not use City Property for any purpose without the express written consent of City.

IN WITNESS WHEREOF, said parties have affixed their name, the day and year first written above.

**CONTRACTOR:**

**CITY:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Ronald L. Shaffer, Mayor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**APPROVED AS TO FORM**

**ATTEST:**

\_\_\_\_\_  
**Catherine P. Logan, City Attorney**

\_\_\_\_\_  
**Joyce Hagen Mundy, City Clerk**

## *Village Voice Specifications*

### **Design**

- 8 pages
- 8 ½ X 11 – layout using 11 X 17 format
- Graphic-based
- Rotating templates

### **Printing**

- Size:** 11" X 17" flat  
8.5" X 11" folded (If trim size is smaller than this listed measurement, please advise of size.)
- Ink Colors:** Full Color  
Non-toxic inks are to be used
- Quantity:** 10,000 (Average printing quantity, based on current mailing address count.)
- Extra Copies:** 250 copies and 2 large print copies will be delivered to City Hall.
- No. of Issues:** Six (Bi-monthly)
- No. of Pages:** 8 is the standard, 12 if more content is needed
- Paper Stock:** 60# offset, white; 10% post-consumer content
- Binding:** Fold, stitch and trim to 8.5" X 11"; bound insert, nothing loose
- Packaging/Delivery:** Copies are to be delivered in appropriate packaging to a mailing house as specified by the City.

### **Mailing**

Provide mailing services necessary to ensure certification, labeling and sorting of publications for delivery by the United States Postal Service and delivery to the United States Postal Service, Prairie Village substation, for distribution. All postage costs shall be paid by the City.

The City will provide a list of all residential addresses and business addresses. The Vendor will certify the addresses for bulk mailing.

## Newsletter Bid Summary

<b>Vendor</b>	<b>Yearly Pricing</b>
United Graphics Inc	\$ 15,052.70 Did not bid on design
Promail	\$ 21,450.00
Valley Offset Printing	\$ 21,633.00
Spangler Graphics	\$ 22,786.00
Sims Direct/Tierney Design Shop	\$ 24,290.00
Universal Manufacturing	\$ 25,478.00
Richardson Printing Inc.	\$ 30,080.00
Harvest Graphics	\$ 30,673.00
Watkins Lithographic	\$ 46,152.00

## MAYOR'S ANNOUNCEMENTS

October 17, 2011

**Committee meetings scheduled for the next two weeks include:**

Arts Council	10/19/2011	7:00 p.m.
Park and Recreation Committee	10/19/2011	7:00 p.m.
Environmental Committee	10/26/2011	7:00 p.m.
Planning Commission	11/01/2011	7:00 p.m.
Council Committee of the Whole	11/07/2011	6:00 p.m.
City Council	11/07/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce the annual State of the Arts exhibit in the R. G. Endres Gallery for the month of October.

The Northeast Johnson County annual dinner will be November 19<sup>th</sup> at the Doubletree, 10100 College Blvd. VIP Reception at 5:00 p.m. and dinner at 6:00 p.m. RSVP to Jeanne Koontz by November 4<sup>th</sup>.

The 2011 Holiday Social hosted by the Johnson and Wyandotte Counties Council of Mayors will be December 7<sup>th</sup> at the Overland Park Convention Center. RSVP by November 18<sup>th</sup> to [dj.curtis@opkansas.org](mailto:dj.curtis@opkansas.org) or 913-895-6103

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

**INFORMATIONAL ITEMS**  
**October 17, 2011**

1. Planning Commission Agenda - November 1, 2011
2. Council Committee of the Whole Minutes - October 3, 2011
3. Planning Commission Minutes - September 6, 2011
4. Park and Recreation Committee Minutes - September 14, 2011
5. Sister City Committee Minutes - September 12, 2011
6. Communications Committee Minutes - November 9, 2010
7. Third Quarter Crime Report - 2011
8. Mark Your Calendars

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, NOVEMBER 1, 2011  
Council Chambers  
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - October 4, 2011
- III. PUBLIC HEARINGS
- IV. NON-PUBLIC HEARINGS
  - Discussion of possible revisions to zoning regulations
    - Fences & Walls
    - Lot Coverage
    - Renewable Energy
  - Annual review of Village Vision
- V. OTHER BUSINESS
  - Approval of 2012 Meeting and Submittal Schedule
- 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](mailto: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.**



**COUNCIL COMMITTEE OF THE WHOLE**  
**October 3, 2011**

The Council Committee of the Whole met on Monday, October 3, 2011 at 7:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Laura Wassmer, Charles Clark, Diana Ewy sharp and David Belz. Andrew Wang and David Morrison arrived late. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator, Chris Engel, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

**\*COU2011-48 Consider Project 190890: 2010 Bond Project - Construction Change Order #8**

Keith Bredehoeft presented a change order to the 2010 Bond Project adding mill and overlay for Village Drive from 71<sup>st</sup> Street to 75<sup>th</sup> Street and Windsor from Cherokee Drive to 75<sup>th</sup> Street as part of the 2011 Paving Program. He noted the curbs and sidewalks on Village Drive were paired this summer under the 2011 Concrete Repair Program. The condition of Windsor has declined significantly in the past few years. The cost of the change order is \$156,310.00 with funding available in the 2011 Paving Program.

Ruth Hopkins made the following motion, which was seconded by Steve Noll and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE CONSTRUCTION  
CHANGE ORDER #8 TO PROJECT 190890: 2010 BOND  
PROJECT WITH O'DONNELL AND SONS CONSTRUCTION FOR  
AN INCREASE OF \$156,310.00 BRINGING THE CONTRACT  
AMOUNT TO \$8,679,315.21**

**COUNCIL ACTION TAKEN  
10/03/2011**

**\*COU2011-49 Consider Project 190894: Cambridge Street Improvements and Project 190661: Weltner Park Improvements - Construction Change Order #1**

Keith Bredehoeft presented construction change order to Project 190661: Weltner Park Improvements adding the trail Project 190662 from Porter Park to 71<sup>st</sup> Street. He noted the work is very similar to that being done on the Weltner Park Trail and staff felt that adding the work to the Weltner Project would be beneficial in that the cost would be lower using the base prices from the Weltner bid and the work would be completed sooner. The work includes a new eight foot wide asphalt trail, new concrete ADA Ramps and a fence in locations where the trail gets closer to the creek. Mr. Bredehoeft noted the Council has authorized \$200,000 for construction of the Porter Trail.

Mr. Bredehoeft noted the bid prices for the trail, all concrete work and seeding are from the Cambridge Street and Weltner Park Project with a cost of \$117,790.00 with funding available from Project 190662.

Laura Wassmer asked if any existing trees would be impacted. Mr. Bredehoeft noted four new trees are being added as the existing pine trees will be removed.

Ruth Hopkins asked if staff had considered making the requested repairs to the Windsor Trail instead of adding a new trail at Porter Park. Mr. Bredehoeft responded that it had not been considered as the funds being used for the change order were budgeted for the Porter Trail.

Ruth Hopkins stated she thought the trail funds were only budgeted in case the City received the requested grant. Diana Ewy Sharp responded when the City did not receive the trail grant the Council authorized the return of \$160,000 to the streets capital improvement program and \$200,000 returned to the park committee, who felt the funds should be used for the construction of the proposed trail at Porter Park. Ruth Hopkins stated she would like to have the City consider using the funds to address the needed repairs requested by residents to the Windsor Park trail.

Laura Wassmer noted the funds for the change order are being transferred from the Porter Park Trail account to allow the current contractor to do both trails at the same time.

Quinn Bennion stated staff felt that rebidding the work individually for the Porter Trail would not be as cost effective as adding the project to the Weltner Park Project noting the similarities of the trails and the low bid costs received for that work. This option would also allow for the work to be completed this year.

Diana Ewy Sharp stated the Park & Recreation Committee wants to do a project north of 75<sup>th</sup> Street and encouraged Mrs. Hopkins to attend their meeting to discuss the requested work on the Windsor Trail. Mrs. Hopkins responded that the City should first respond to resident requests for repair of existing facilities before spending limited resources on creating new facilities and added she does not feel the trail at Porter is needed at this time.

Diana Ewy Sharp made the following motion, which was seconded by Al Herrera and passed by a vote of 10 to 1 with Ruth Hopkins voting in opposition:

**MOVE THE GOVERNING BODY APPROVE CONSTRUCTION  
CHANGE ORDER #1 TO PROJECT 190894: CAMBRIDGE STREET  
IMPROVEMENTS AND PROJECT 190661: WELTNER PARK  
IMPROVEMENTS WITH LINAWEAVER CONSTRUCTION, INC.  
IN THE AMOUNT OF \$118,432.60 BRINGING THE CONTRACT  
AMOUNT TO \$938,642.60.**

**COUNCIL ACTION TAKEN  
10/03/2011**

## Executive Session

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

Charles Clark moved to reconvene the Council Committee of the Whole at 6:58 p.m.. The motion was seconded by Laura Wassmer and passed unanimously.

### **Discussion regarding 84<sup>th</sup> & Mission Road Comprehensive Plan Process**

Dennis Enslinger reviewed the background on the City's desire to create an amendment to the Comprehensive Plan to address the area of 84<sup>th</sup> and Mission Road. Staff recommended this be done earlier this year when it was determined that the school district would be selling the property and the Council decided that it would not purchase the property. The goal was to create an amendment in conjunction with the school district (property owner at that time) and the future purchaser. The property sold more quickly than staff anticipated and staff immediately began conversations with the purchaser regarding the development of the Mission Valley school site.

The City desired to expand the site from only the school site to include the adjacent properties to the north and west. Initially the purchaser, RED, agreed to a joint venture where they would conduct the focus groups and neighborhood meetings to gather input and the City would take that information and with the assistance of the City Planning Consultant prepare an amendment to the City's Comprehensive Plan. After further consideration, RED felt it would be a conflict of interest for them to conduct the gathering of information.

Mr. Enslinger noted the process is now totally in the hands of the City. Staff is working on an RFP for a consultant to lead Phase I, the public participation portion of the process. The process would be similar to what was proposed earlier by RED with the addition of allowing web activity as a means of participation. Phase 2 would be handled by Lochner. Mr. Enslinger stated he strongly believes the comprehensive plan amendment should not be only text, but needs to include graphics to present a clearer vision. Mr. Enslinger presented a projected timetable for the process. It was noted that due to the upcoming holidays, public meetings would not be held until mid January. The projected cost for the consultant services is \$75,000.

Mr. Enslinger asked for Council direction on whether there should be council representative in the selection process for the consultant. He suggested possibly having the Ward 5 representatives involved as the area is in Ward 5.

Michael Kelly nothing has happened on issuing an RFP that was discussed by the Council five months ago in May. Mr. Enslinger noted the ultimate goal was to secure

joint participation in the process with the property owner, purchaser and the City. Staff worked to secure that commitment to the process. Mr. Kelly felt that the City needs to lead and not be led into the future by others.

Charles Clark asked what level of public engagement is being sought in the RFP. Mr. Enslinger responded it would be similar to that presented earlier with smaller focus groups as well as larger open meetings. Involved in the process will be the three property owners, adjacent property owners, and a broader area.

Diana Ewy Sharp asked if Tutera was still involved. Mr. Enslinger responded they are one of the purchasing partners. Mrs. Sharp asked if the process would be a duplication of meetings required of RED. Mr. Enslinger replied the only public meeting RED will be required to hold would be in conjunction with a rezoning request; however, they have stated they are seeking input from the public as they look at development options.

Andrew Wang confirmed the City is now covering the entire cost of the consultant. Mr. Wang stated he would like to see the City put a moratorium on zoning changes put in place until the comprehensive plan amendment process is completed.

Ruth Hopkins questioned how much true input the residents will have on the overall development. Mr. Enslinger stated the comprehensive plan is the guiding element from what can and cannot be done with an area. He still feels that RED is looking for public direction. However, he noted the public needs to be realistic in their views of potential development. They may want it to remain a school, but that is not going to happen. The role of the consultant will be to guide the process to look at realistic development alternatives while selecting what would be best for both the developer and the City. He also added, the comprehensive plan could address both short-term and long-term development of the area.

Michael Kelly stated he would like to see the comprehensive plan considered as a legal document directing land use. Mr. Enslinger stated the purpose of a comprehensive plan is to provide guidance on the development of land. Mr. Kelly feels the primary focus should be on what is in the best interest of the City.

David Belz asked if there would be a downside to having the moratorium suggested by Mr. Wang to prevent the submittal of a request before the completion of the comprehensive plan.

Mr. Enslinger noted that once a zoning request has been denied the applicant must wait one year before another request can be considered. He noted the language of the moratorium would need to be worded carefully so as not to preclude routine requests on the area for signage or other minor changes to the existing property. He noted there is an application being considered by the Planning Commission tomorrow for a conditional use permit on the adjacent Lane4 property which is included in the area. Dale Beckerman noted that moratorium need to be in place for several months to allow the completion of the process.

Diana Ewy Sharp asked about an amendment to address the Somerset School site. Mr. Enslinger stated that site has been addressed in the current comprehensive plan. Ruth Hopkins stated she felt that there should be council involvement in the RFP selection process. Mr. Enslinger noted the level of involvement can be limited. focus should be first on what is best for the City

### Adjournment

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

Dale Beckerman  
Council President

**PLANNING COMMISSION MINUTES**  
**September 6, 2011**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 6, 2011, in the Multi-Purpose Room of City Hall, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Dirk Schafer, Randy Kronblad, Nancy Wallerstein, Marlene Nagel and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Randy Kronblad moved for the approval of the minutes of August 2, 2011 as corrected and redistributed. The motion was seconded by Nancy Wallerstein and passed by a vote of 6 to 0 with 1 abstention (Nagel).

**PUBLIC HEARINGS**

Chairman Ken Vaughn stated there were no public hearings to come before the Commission.

**NON-PUBLIC HEARINGS**

**PC2011-115            Request for Site Plan Approval  
Corinth Square Shopping Center  
Zoning: C-2  
Applicant: CSN Retail Partners**

Jeff Berg, Lane4, introduced the application for site plan approval for Phase 2 of Corinth Square North which follows the changes previously approved in Phase 1 for the CVS building and Johnny's. He noted Phase 2 renovations would be the first substantial CID project which will focus on traditional site planning, landscaping and facade remodel following the theme of California casual elegance. Mr. Berg noted these changes are where customers will be able to see them and will provide an improved pedestrian experience for shoppers at the center with gathering centers at each corner of the main structure. He noted that Urban Table reflects many of the proposed changes with the

new roof material, increased height of parapets to screen HVAC equipment and an outside gathering area on the corner. Mr. Berg called upon Alan Mackey with Land Plan Engineering and Tom Proebstle with Generator Studios to present the details of the application.

Alan Mackey noted there will be consistency throughout the center with landscape patterns and improved connectivity with the reconfiguration of the parking areas. He reviewed the four corner nodes which have been designed to be functional open spaces for the public to gather. The northeast corner is a more orderly design, with the northwest being more loosely designed with the focus on children. The southwest corner is the location for the Mayor's Holiday Tree, with the southeast corner being a more orderly design with fire pit.

Phase 2 includes the core center, the parking lot west of Commerce Bank and the outbuilding occupied by Johnny's. Commerce Bank, Arby's, the vacant bank building, Hen House, the outbuilding north of Hen House and the outdoor display area for Westlake Hardware are not included.

Phase 2 is a continuation of the concept that was developed in Phase I. More pedestrian walkways have been integrated into the Center connecting the buildings within it as well as the streets that abut the Center. Trees and landscape islands have been included to enhance the aesthetics of the Center. The most significant elements of Phase 2 are the site plans for the four plazas on the corners of the core building. Each of the plazas is unique in its design but there are common elements such as paving patterns, plant materials and wood structures.

Alan Mackey noted there will be consistency throughout the center with landscape patterns and improved connectivity with the reconfiguration of the parking areas. The new trees proposed will be 12 to 15 feet in height. Mr. Mackey reviewed the landscape plantings selected for each area. He reviewed the four corner nodes which have been designed to be functional open spaces for the public to gather. The northeast corner is a more orderly design, with the northwest being more loosely designed with the focus on children. The southwest corner is the location for the Mayor's Holiday Tree, with the southeast corner being a more orderly design with fire pit.

Ron Williamson noted the details for many of the elements included in the design have not been developed yet. The concept drawings that have been presented and the plaza plan for each plaza establish the overall concept. It is suggested that the Planning Commission approve the concepts and authorize Staff to work out the details with the applicant. He added if the final plans vary too much from the concepts as approved by the Planning Commission, they will be returned to the Planning Commission for reconsideration.

Chairman Ken Vaughn led the Planning Commission in their review of the following site plan criteria:

**A. The site is capable of accommodating the building, parking area, and drives for the appropriate open space and landscape.**

The site is fully developed and the proposed site plan is to improve pedestrian environmental and the building and site aesthetics. Existing parking areas and drives will be utilized but enhanced with dedicated pedestrian ways and landscaping.

It was felt that more landscaping should be included to break up the hard surface between the parking spaces and the buildings. There is only one landscape bed on the east, west and south sides of the core building. Consideration should be given to providing more greenspace between the buildings and the parking.

In the parking area east of Hen House ornamental trees are proposed in the north and south ends of the lot. Additional trees should be provided in the middle. Ornamental trees will not provide much canopy and it would be preferable to select shade trees for the parking lot islands that provide more canopy and shade. The same comments apply to the parking area west of Commerce Bank.

The changes in parking layout and circulation in Phase I and the addition of landscape islands and pedestrian walkways may have changed the number of parking spaces that are now available. **The applicant needs to update the parking count and leasable area to verify that parking requirements are still being met. This information should be added to the site plan drawings. (was this done)**

Previous efforts to grow trees in the parking areas has had limited success primarily because they could not be watered. An irrigation system needs to be installed in order to properly maintain the proposed landscape improvements.

**B. Utilities are available with adequate capacity to serve the proposed development.** Utilities are currently in place serving the Corinth Center and are adequate to serve this minor expansion for outdoor seating.

**C. The plan provides for adequate management of stormwater runoff.**

The proposed plan provides more greenspace by adding islands in the parking areas and plant beds in the four plaza areas. Since more pervious area is being created, a stormwater management plan was not required.

**D. The plan provides for safe and easy ingress, egress and internal traffic circulation.**

A major change in traffic circulation was approved in Phase I along Mission Road and Mission Drive. The pattern of vehicular traffic in Phase 2 is not proposed to change from what currently exists; however, there will be improvements for pedestrian circulation. Walkways will be provided between Hen House and the core building, between the core building and Somerset Drive and between the core building and 83<sup>rd</sup> Street. This will make the Center more accessible for pedestrians both arriving at the Center and walking within it.



**E. The plan is consistent with good planning and site engineering design principles.** Essentially the renovation plan is consistent with good planning and design principles. Pedestrian circulation is being addressed, more greenspace and trees are being added and the four corners of the core building are being transformed into usable public spaces. Additional shade trees in the parking areas and more landscape beds between the buildings and parking areas would be significant improvements.

**F. An appropriate degree of compatibility will prevail between the architectural quality of the proposed building and the surrounding neighborhood.**

The proposed improvements to the buildings in Phase 2 appear to follow the design concept as presented in Phase I. The same building materials are being used that were presented to the Planning Commission in July. The building facade renovations as proposed will significantly improve the quality and aesthetic appeal of the Center.

The external lighting fixtures need to be selected and a lighting plan will need to be prepared in compliance with the outdoor lighting ordinance. The applicant will need to submit a lighting plan to Staff from review and approval.

**G. The plan represents an overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.**

One of the principles of the Village Vision was to focus on redevelopment and reinvestment in the community. These issues have become primary goals for the City and this project represents a step in that direction. This is the opportunity to enhance the aesthetics of Corinth Square so that it appeals to today's market demands.

Tom Proebstle reviewed the staff conditions for approval and noted the applicant's acceptance of the conditions.

Ron Williamson stated that the Public Works Director has requested an update of the number of ADA parking spaces reflected on the site plan.

Dennis Enslinger reminded the Commission that their approval is on the overall design concepts and that staff would continue to work with the applicant towards on the final designs.

Randy Kronblad confirmed the new concrete will be the golden yellow as presented in the color renderings.

Nancy Vennard asked if all the arcade gables have a metal roof. Mr. Proebstle responded there are some locations where that could not be done. Mrs. Vennard asked if in there were any landscape islands where the water runs into the planting areas. Mr. Mackey reviewed the grading and noted that shallow under drains are being installed. Mrs. Vennard asked if Lane4 would be taking care of the landscape areas, such as dead-heading the plants. Mr. Mackey stated they would be responsible for maintaining the landscaping and noted the landscaping on the northwest corner will take two to three years to become established.

Dirk Schafer commented on the improvements made on the southeast corner with Urban Table. He asked if there would be subbase for the paving areas. Mr. Mackey responded the concrete pavers will be placed on a sand bed and the soil will be tested for soil compaction prior to installation. He added gravel and concrete will be added as needed to get the desired base.

Randy Kronblad stated the CID agreement calls for 1% of the funds are used for public art and asked what plans have been made for this noting the corner nodes would provide an excellent opportunity for art. Tom Proebstle responded where the water fountain is proposed and they are looking to add a sculpture.

Ron Williamson added the windmill shown on one of the earlier concept drawings may not be constructed. Owen Buckley stated the development team continues to brainstorm and that they want a flexible design concept that can grow.

Ken Vaughn noted there are a number of very good elements in the proposed design.

Nancy Wallerstein expressed concern with the open fire pit and asked how it would be monitored. Alan Mackey responded the fire pit will have a cover and that there would be no open flame. Dennis Enslinger noted the design is similar to that found at Village West.

Bob Lindeblad moved the Planning Commission approve PC2011-115 the site plan as submitted on August 2, 2011, for Corinth Square North at the 8262 Mission Road subject to the following conditions:

- 1) That the applicant select shade trees rather than ornamentals for the parking area islands.
- 2) That the revised landscape plan be submitted to the Tree Board for review and Staff approval prior to installation and an irrigation system be installed to provide water for all landscape improvements.
- 3) That the applicant include additional trees in the parking areas between Hen House and the core building and in the parking area on the south west of Commerce Bank.
- 4) That the applicant give more consideration to providing additional landscape beds on the east, west and south sides of the core building.
- 5) That the applicant submit cut sheets for the fixtures for area and building lighting to Staff for review and approval.
- 6) That an outdoor lighting plan be submitted in accordance with the outdoor lighting ordinance for review and approval by Staff.

- 7) That the Planning Commission approve the concept drawings for the building elevations and the plaza areas as presented with the provision that detail drawings will be submitted to Staff for review and approval prior to obtaining a building permit. If the detailed drawings vary significantly from the concept drawings, the plans will be resubmitted to the Planning Commission for review and approval.
- 8) That the applicant provide an updated parking count and summary of leasable area and include the information on the site plan drawings.
- 9) That the applicant revise all drawings based on revised submittals the conditions approved by the Planning Commission and submit three copies of the final drawings to Staff prior to obtaining a building permit.
- 10) That the applicant designate ADA parking spaces on the final site plan and submit the plan to Public Works for review and approval.

The motion was seconded by Dirk Schafer.

Bob Lindeblad complimented the development team on the very thoughtful design and noted their solidification of the design concepts. He is pleased with the combination of parapets in the design.

Randy Kronblad added that the stacking of the roofline is very positive as it breaks up the building line and gives the building a third dimension.

The motion was voted on and passed unanimously.

**PC2011-116            Request for Sign Standard Approval  
Corinth Square Shopping Center  
7700 Mission Road  
Zoning: C-2  
Applicant: CSN Retail Partners**

Jeff Berg, Lane4, noted the new sign standard standards are based on the signage at the Country Club Plaza. It allows for different designs and materials while maintaining a common thread. There are four finishes, lettering styles are limited but still allow individuality with controlled mounting options. They are seeking controlled creativity in the signage.

Scott Schulz, Luminous Neon, presented the sign standards for Corinth North which consisted of text and three pages of graphics clearly defining the tenant's options.

## **In-Line Tenant Spaces & Single Use Free Standing Pad Site Tenants**

New building signs are limited to either halo illuminated reverse channel individual letter and/or contour logo or pan channel individual letter and/or contour logo sets with Plexiglas faces. Signs to be mounted to a heavy gauge aluminum fabricated background panel with one of four pre-approved finish colors of grey, dark bronze, taupe white or natural cedar wood plank finish.

Tenants with existing "oval" signs will be allowed to utilize existing sign, provided that it is refaced with one of the pre-approved finish treatments. Existing sign must be refurbished and painted to match the selected face finish. Tenant will be allowed to incorporate the pan channel or halo lit channel letters on the face of sign, or the copy may be routed out of the face and back lit.

The sign standards also address the use of blade signs, pedestrian signs, window signs and temporary signs or banners.

### **Monument Sign**

The proposed monument sign incorporates a promotional display center for the promotion of short-term center or community events. Monuments signs will be located on the northeast and southeast corners of the center

Bob Lindeblad noted the monument sign has a very narrow profile and suggested that additional depth be added to the stone base on the ends.

Ron Williamson reviewed the following staff recommended changes to the submitted sign standards

### **In-Line Tenant Spaces**

The first paragraph identifies new building wall signs, but the graphics do not indicate where they would be placed. The new CVS store will have wall signs, but the old Johnny's wall sign will be removed when the new gable sign is installed. A new Johnny's wall sign will be placed on the east façade of the building. More information is needed on where wall signs are proposed to be located.

The third paragraph also refers to one wall sign per tenant with a maximum of three signs. A fascia sign, gable sign and under canopy sign would account for three signs. The graphics do not indicate where wall signs would be located.

In paragraph four, the words "and in no event shall such area exceed fifty (50) square feet."

In paragraph five, the first sentence should be revised to be consistent with the sign ordinance as follows" "Signage area shall be computed as the smallest rectangular figure that can encompass all of the letters, words, logos or symbols."

### **Single Use Free Standing Pad Site Tenants**

The same comments apply to the "Single use free standing Pad Site Tenants." Show location of wall signs if they are proposed. The CVS store and Johnny's have already been approved through the site plan process.

A section should also be added for directional signage which CVS, Commerce Bank and others may use.

### **Blade Signs**

Under canopy blade signs are permitted in the current sign standards. The word under canopy was omitted in the new text and needs to be included. Otherwise blade signs are projecting signs which are prohibited in the sign ordinance.

### **Pedestrian Signs**

The pedestrian signs also need to be identified as under canopy signs. A tenant could have either a blade sign or a pedestrian sign but not both.

### **Window Signs/Temporary Signs**

More definition is needed for window signs and temporary signs should be a separate category and defined. Currently promotional signs which are temporary signs are being used by tenants in the Center and they should be addressed in the sign standards. Limits need to be established regarding size, materials, type, etc.

### **Semi-Permanent Leasing Signs/Monument Signs/Location**

If semi-permit leasing signs are planned to be used, the location and design needs to be set out in a new section. The sign ordinance provides that the sign face on monument signs can be increased from 20 square feet to 30 square feet if the leasing information is added to the monument sign.

The location and design of monument signs needs to be included in the sign standards.

Dennis Enslinger stated staff would work with the applicant on more refinement of the standards.

Jeff Berg noted directional signs are evaluated on a case by case basis.

Mr. Enslinger noted the sign standards for Corinth South would need to be revised. Mr. Berg stated they are working on those.

Ron Williamson expressed appreciation for the graphic presentation of the sign options. Mr. Vaughn stated he is looking forward to seeing the changes at the center.

Randy Kronblad moved the Planning Commission approve the Sign Standards for Corinth Square North subject to the following conditions:

- 1) Change the title of the document to Corinth Square North Shopping Center.
- 2) Identify where wall signs might be located.

- 3) Add the words "and in no event shall such area exceed fifty (50) square feet" to the end of the sentence in the fourth paragraph of the In-Line Tenant Spaces section.
- 4) Revise the sign area computation as follows: "Signage area shall be computed as the smallest rectangular figure that can encompass all of the letters, words, logos or symbols."
- 5) Add the word "under canopy" to blade signs.
- 6) Add the word "under canopy" to pedestrian signs.
- 7) Further define window signs.
- 8) Create a separate section for temporary/promotional signs and define the use.
- 9) Create a new section for monument signs and provide a drawing showing the location and design.
- 10) Create a new section on Semi-Permanent Leasing signs.
- 11) Add a section that addresses directional signage.
- 12) Revise the sign standards (text and graphics) with conditions approved by the Planning Commission and submit to staff for review and approval.
- 13) The brick columns on the monument sign be expanded to provide more depth to the sign profile.

The motion was seconded by Marlene Nagel and passed unanimously.

**PC2011-117            Request for Preliminary & Final Plat Approval  
 Corinth Square North  
 7700 Mission Road  
 Zoning: C-2  
 Applicant: Rod Zinn, Landplan Engineering**

Jeff Berg, Lane4, expressed his appreciation for the prompt consideration by the Commission of the new plat and stated that Lane4 was in agreement with all of the conditions recommended by staff.

Ron Williamson reviewed the application. Corinth Square is an unplatted tract of land that is bounded by 83<sup>rd</sup> Street on the South, Mission Road on the East and Somerset Drive on the North and West. The applicant intends to sell the property on the northeast corner of 83<sup>rd</sup> Street and Somerset Drive which is occupied by a vacant bank building. In order to sell the tract the property must be platted. The plat will be a two lot plat—one lot for the bank and the remainder for the rest of the Center.

Since this is a two lot plat that is not complicated, Staff has agreed to allow the applicant to submit both the Preliminary and Final Plats for consideration at the same time.

#### **Preliminary Plat**

The preliminary Plat contains most all the information required by the subdivision regulations. As can be seen there are a number of water, storm water and sanitary sewer lines on the property. Some of the lines are in easements and other lines are service lines to specific businesses. Since the applicant is submitting site plans for the

redevelopment of the center in several phases, many items normally addressed in platting will be addressed through site plan approval.

One minor note is that the street names need to be added to the plat.

In reviewing the plat, Staff would like access control dedicated on the plat at the intersection of 83<sup>rd</sup> and Somerset for all the frontage of Lot 2; at the intersection of 83<sup>rd</sup> and Mission Road for a distance of 180 feet along 83<sup>rd</sup> Street and at the intersection of Mission Road and Somerset Drive for a distance of 200 feet along Somerset Drive. Access central should be limited to one driveway on Mission Road between Somerset Drive and 83<sup>rd</sup> Street since that is what has been approved on the site plan in Phase I.

### **Final Plat**

The final plat essentially has all the information on it that is required by the subdivision regulations, as a minor note the words "Final Plat" need to be added to the title of the document.

Access control needs to be shown on the plat as previously discussed and granting of access control needs to be included in the text of the Dedication Section of the plat.

Specific language also needs to be included granting access from the access easements on the north and east sides of the Lot 2 to Lot 2.

The text of the plat dedicates sidewalk/trail easements, but none are shown on the face of the plat. These easements should be shown on the face of the plat.

The street names also need to be added to the face of the plat.

The easements on the face of the plat are designated U/E Utility Easement while the text of the plat refers to S/E. This conflict needs to be resolved.

Randy Kronblad confirmed the new entrance off Mission Road is shown on the Final Plat.

Dennis Enslinger stated he would like to have the applicant submit to the City a copy of the maintenance agreement between the two property owners.

Ron Williamson asked if there were any covenants. Jeff Berg responded there will be covenants. Mr. Williamson stated the City should receive a copy of any covenants and they must also be filed with the plat.

Dirk Schafer moved the Planning Commission approve the Preliminary and Final Plats of Corinth Square North and forward the Final Plat to the City Council for acceptance of easements and rights-of-way subject to the following conditions.

- 1) Add the street names and access control to the face of the Preliminary Plat and submit three copies of the revised plat to the City.

- 2) Add the words "Final Plat" to the title of the final plat.
- 3) Add the street names to the face of the final plat.
- 4) Add the access control to the face of the plat and include the language in the Dedication text.
- 5) Add language to the text granting access from the 35' Access Easement to Lot 2.
- 6) Show sidewalks/trail easements on the face of the plat.
- 7) Resolve whether the easements are U/E Utility Easements or S/E Sanitary Sewer Easements.
- 8) Revise the Final Plat as approved and submit three copies to the City for their records.
- 9) That the applicant submit proof of ownership.
- 10) That the applicant submit the final plat to the Johnson County surveyor for a review.
- 11) That the applicant submit a certificate showing that all taxes and special assessments due and payable have been paid.
- 12) That the applicant submit to the City a copy of the maintenance agreement between the two property owners and a copy of any covenants to be recorded with the Plat

The motion was seconded by Bob Lindeblad.

Nancy Wallerstein asked if the property was sold if it would still be eligible for CID funding. Dennis Enslinger responded it would still be eligible because it is in the District and the City cannot restructure the CID agreement; however, he noted Lane4 has the ability to transfer the agreement.

The motion was voted on and passed unanimously.

## **OTHER BUSINESS**

### **Next Meeting**

The submittal for the October meeting are as follows:

- Conditional Use Permit & Site Plan Approval for Tide Cleaners at the current Dragon Inn location.
- Special Use Permit & Site Plan Approval for adult senior dwelling by Hunt Midwest at 2700 Somerset



Mr. Enslinger provided an update on staff meetings with RED regarding the development of the Mission Valley Middle School site. He distributed and reviewed the proposed 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment Schedule. This area includes the Corinth South Center, Tower Properties and the Mission Valley School site. There will be two joint work session with the Planning Commission and the Governing Body. The first will be on Tuesday, November 1<sup>st</sup> at 6 p.m. and the second on Monday, December 19<sup>th</sup> at 6 p.m.

RED will conduct the focus group and open forum meetings which he and Mr. Williamson will attend. After the conclusion of the meetings, Lochner and staff will prepare an amendment to the City's Comprehensive Plan that will be considered by the Planning Commission. Mr. Enslinger noted the amendment will be more generic with possibly including multiple possible plans for the development. There will be a web page established on the City's website to allow residents to follow the progress of this process and development. Individuals can sign up for e-mail notifications when he changes are posted on the site.

#### **ADJOURNMENT**

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 8:35 p.m.

Ken Vaughn  
Chairman

**PARK AND RECREATION COMMITTEE**  
**September 14, 2011**  
**Council Chambers**

The Park and Recreation Committee met at 7.00pm. Present and presiding: Diana Ewy Sharp, Chair, Kathy Peterson, Diane Mares, Peggy Couch, Max Rieper, Jim Bernard Jr., Clarence Munch and Tim O'Toole. Staff: Mike Helms and Chris Engel. Also present: Margaret Goldstein, Thomas O'Brien &

**Community Garden**

The Environmental Committee Garden Subcommittee had met with the individual responsible for the Overland Park Community Garden and gained some good insights into the process. They also met with the public to share their progress and gauge interest in participation. They will be hosting another public meeting on September 22<sup>nd</sup>. They have investigated all of the Harmon/Santa Fe sites and the site they believe works best is Site #4 between Delmar and the tennis courts. There are still a few concerns with the site but Mike Helms volunteered to meet with them and see what can be done to make the site work.

**CONSENT AGENDA**

Jim moved for the approval of May 11, 2011 minutes. Peggy seconded and the motion carried.

**REPORTS**

**Public Works Report**

Mike reported the diggers and sand have been removed from the play stream area in Franklin Park. They have been the cause of the frequent and expensive problems with the pumps. He has also had a concrete pad poured behind the restroom and will be installing a fenced-in dumpster to handle the overflow of weekend trash generated at the park. The fountain plumbing at Carroll Plaza should be completed this fall so it can be turned on next spring. Curbs and driveways adjacent to Weltner Park are being installed and the park improvements should begin shortly. The related Cambridge road work is slated for completion on October 1 and the park should be complete by November 1. Plans for the Porter Park to 71<sup>st</sup> St. trail are complete and will be constructed as a change order to the current Weltner Park contract.

**Recreation Program Report**

Chris gave a timeline of events that led to the early closure of the pool due to cryptosporidium. He explained that a similar event occurring earlier in the season would not have shut down the pool for the year. It was only a result of the event occurring at the end of the season that there was not enough time to close, let the outbreak run its course and then reopen. As a result of the closing, the Animal Control Dog Swim event had to be cancelled. Chris explained this event is the updated version of the Dog Days in the Park event that Animal Control has hosted the last few years. Animal Control will be returning at a future meeting to share the future of this event. Chris reported the annual year-end recreation report will be presented to the full committee in October.

**Parks Master Plan Report**

Diane reported on the Franklin Park rededication event in May. It was very successful, well attended, and the weather was great. Diane shared the budget for the event and there is still ~\$1,330 remaining. She proposed using the balance to fund a 'Movie in the Park' event in Franklin. It was also discussed to hold the event in Weltner or use the funds to pay for the play stream repairs. Diane and Dan will be looking into the movie option for next summer.

Jim reported the Weltner Park groundbreaking last month was well attended and Mayor Weltner enjoyed and appreciated the event.

### **Community Center Report**

Chris reported the committee hasn't met since February. However, there have been quite a few small group meetings with SMSD, JCPRD and YMCA. Things are moving along but there are complexities with the various partners that slow the progress considerably. The current direction of the committee is to have the consultant prepare three different scenarios and then choose which option is most appropriate. That option will be what the final report is based upon.

### **Chairperson's Report**

Diana thanked the Committee for their attendance, emails and calls in support of the parks during the 2012 Budget meetings. There is currently no future funding programmed for the parks beyond maintenance. Identifying a funding mechanism will be a topic for the Finance Committee in the near future. Diana shared there were three vacancies which includes a youth representative. She asked Tim to try and identify another youth member for the Mayor to consider. Diana will review current applications with the Mayor to fill the openings.

### **NEW BUSINESS**

#### **Lifeguard Certification**

Chris reported the Red Cross had doubled and tripled many of their rates effective immediately. There is not budget in 2012 to absorb these increases so he will be looking into alternate methods of getting guards certified. The Committee would like to continue the practice of Prairie Village guards being recertified at little or no cost. Chris will be meeting with the YMCA as one option and will report back next month.

### **INFORMATIONAL ITEMS**

The next meeting will be October 12, 2011.

Diana Ewy Sharp  
Chairperson

**SISTER CITY COMMITTEE**  
**12 September 2011**  
**MINUTES**

**Call to Order**

Chair Jim Hohensee called the meeting to order. Present: Vice Chair Carole Mosher, Vera Glywa, Ivan Novikov, Cindy Dwigans, Phil Monnig and Yulia Matskevych. Also present: Vira, Dasha  
Staff: Emily Kotay and Chris Engel

Vera submitted an invoice in the amount of \$45.35 for the Ukrainian flags purchased for Ukrainian Independence Day.

**Minutes**

Minutes from August 8, 2011 were approved.

**Exchange Student Update**

Vira shared some of her experiences and coursework at Shawnee Mission East. Ivan reported he has found a potential permanent host family for Vira to stay with for the duration of the school year.

**Ukrainian Independence Day / Dolyna Days**

Everyone agreed the event at the Blue Moose was a success. Not as large as last year and more spread out with the tables not pushed together. Discussed the possibility of moving the venue next year to a more contained space.

Jim stated he would like to explore the possibility of sending a formal delegation to Dolyna next year. There was discussion of sending the Mayor again if the Council would approve the expenditure of funds. Also discussed was the possibility of sending an educator, student, medical professional and a museum employee.

**Jazzfest**

Jim reported that since the committee last met, there was a second hearing for Oleg in Kiev to obtain his visa. He was awarded a visa but the shortened timeline made the trip too difficult to pull off. The second appointment and awarding of the visa was made possible only through the tremendous assistance of Ethan Patterson in Rep. Kevin Yoder's office. The Committee suggested inviting Mr. Patterson to be a member of the next official delegation that visits.

**Budget**

Cindy pointed out there was still ~\$2,900 left in the 2011 budget to spend. Future expenditures discussed were the exchange student reception, hosting another art show, early bird rate for the 2012 SCI Conference, items that could be useful for the 2012 Jazzfest event, banners, signs, gifts for the next delegate visit to Dolyna, and a farewell gift to Peace Corp volunteers Jim and Robin Eleazer who are leaving Dolyna in December.

**Exchange Student Reception**

Carole will begin planning for the event to occur in early November. **Vera moved for Carole to spend up to \$300 on items related to the reception. Cindy seconded and the motion carried.**

The next meeting will be Monday, October 10, 2011.

Jim Hohensee  
Chair

**COMMUNICATIONS COMMITTEE**  
**November 9, 2010**  
**MINUTES**

The Communications Committee met at 5:30 pm in the Multi-Purpose Room. Members present: Vice-Chairman Laura Wassmer, Nici Flinn, John Wilinski, Dirk Wright, Heather Schrotberger, Michael Arrandale-Arnold and Christine Adams. Also present: Quinn Bennion, Dennis Enslinger and Jeanne Koontz.

Laura Wassmer removed the agenda item regarding the PV Magazine. Chairman Wang requested the item be postponed until the next meeting when he could attend.

**Approve Minutes**

The August 10, 2010 minutes were approved as written.

**Newsletter**

Quinn Bennion said there has been an on-going discussion on what does and does not appear in the newsletter. There is not a guiding policy document. Ideas are submitted by residents, staff and the governing body. The newsletter is edited by Jeanne, Dennis and Quinn.

The newsletter has not typically included City Council issues (Zoning, CID, SUP) except for the budget. The CID information was on the website, sent out in an e-blast and included in the newspaper. However, many residents reported that they knew nothing about it. The information was not included in the newsletter because of timing.

Laura Wassmer said it makes sense to put a community-wide issue in the newsletter if time allows.

Quinn Bennion said the challenge was that the public hearing was in April long before Council voted on the item.

Nici Flinn said it sounds like a timing issue.

Laura Wassmer suggested putting public hearing dates on the website. Jeanne Koontz reported there is a Most Popular Services section where there could be a link to the public hearings page. Laura Wassmer also suggested including a place in the newsletter that directs residents where to go to learn about public hearings. Quinn Bennion suggested setting up a Public Hearings e-subscription list. Michael Arrandale-Arnold suggested posting the public hearings at the library.

John Wilinski asked if Time Warner Cable still has a local government channel that the City could use. Laura Wassmer stated the City used to be on the government channel but no one watched it and it was very expensive. She inquired if the City still has rights to the channel. Quinn Bennion said the City might still have access through Time Warner Cable. Usually the channel is provided but the City has to provide everything else. Christine Adams said the City gave the channel to the school district. Laura Wassmer said it would be worth checking into.

**Update on Website**

Jeanne Koontz reviewed the features of the new website. She reported that residents will be able to submit a form with their resident story and picture.

**Update on PVNotify**

Quinn Bennion gave an update on the PV Notify project. The PV Notify system would email by geographic location on neighborhood specific issues. The software that was going to be used will not work. The idea is still being pursued.

The meeting was adjourned at 6:30 pm. The next meeting will be January 12, 2011 at 5:30 pm.

Laura Wassmer  
Vice-Chair

# PRAIRIE VILLAGE - MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2011

CRIME	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	2	3	4	4	3.00	1.00
Robbery	1	5	6	1	3	3.20	-0.20
Assault	55	62	52	81	65	63.00	2.00
Burglary	34	60	82	52	57	57.00	0.00
Residence	23	56	63	46	53	48.20	4.80
Business/Miscellaneous	11	4	19	6	4	8.80	-4.80
Theft	185	177	214	198	196	194.00	2.00
Auto Theft	25	19	12	18	13	17.40	-4.40
Arson	4	5	2	5	3	3.80	-0.80
Forgery	12	5	16	4	7	8.80	-1.80
Fraud	4	4	10	9	11	7.60	3.40
Criminal Damage	75	58	120	153	132	107.60	24.40
Sexual Offenses	6	4	1	10	9	6.00	3.00
<b>TOTAL</b>	<b>403</b>	<b>401</b>	<b>518</b>	<b>535</b>	<b>500</b>	<b>471.40</b>	<b>28.60</b>

ACCIDENTS	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Fatal	0	0	0	1	1	0.40	0.60
Street - Injury	20	18	17	28	19	20.40	-1.40
Street - Property + \$1,000*	257	265	202	206	223	230.60	-7.60
Street - Property - \$1,000*	39	30	34	36	48	37.40	10.60
Private - Injury	0	0	0	3	0	0.60	-0.60
Private - Property	69	76	51	65	65	65.20	-0.20
Walk-In - Property	45	46	33	39	42	41.00	1.00
<b>TOTAL</b>	<b>430</b>	<b>435</b>	<b>337</b>	<b>378</b>	<b>398</b>	<b>395.60</b>	<b>2.40</b>

MENTAL HEALTH	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Suicide					2		
Attempted Suicide					11		
Involuntary Committal					20		
Voluntary Committal					11		
All Other Mental Health					51		
<b>TOTAL</b>					<b>95</b>		

<b>TOTAL CALLS</b>	<b>9,141</b>	<b>8,746</b>	<b>7,685</b>	<b>7,705</b>	<b>6,189</b>	<b>7,893.20</b>	<b>-1,704.20</b>
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# PRAIRIE VILLAGE

## THIRD QUARTER CRIME REPORT - 2011

CRIME	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	2	2	3	4	2.60	1.40
Robbery	1	5	5	1	3	3.00	0.00
Assault	55	56	47	78	64	60.00	4.00
Burglary	28	47	68	51	55	49.80	5.20
Residence	17	43	52	45	51	41.60	9.40
Business/Miscellaneous	11	4	16	6	4	8.20	-4.20
Theft	162	145	173	179	163	164.40	-1.40
Auto Theft	22	16	10	16	12	15.20	-3.20
Arson	4	5	2	5	3	3.80	-0.80
Forgery	12	5	16	4	7	8.80	-1.80
Fraud	4	4	10	9	11	7.60	3.40
Criminal Damage	66	54	98	141	109	93.60	15.40
Sexual Offenses	6	4	1	10	9	6.00	3.00
<b>TOTAL</b>	<b>362</b>	<b>343</b>	<b>432</b>	<b>497</b>	<b>440</b>	<b>415</b>	<b>25.20</b>

ACCIDENTS	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Fatal	0	0	0	1	1	0.40	0.60
Street - Injury	18	16	14	26	18	18.40	-0.40
Street - Property + \$1,000*	240	236	179	191	204	210.00	-6.00
Street - Property - \$1,000*	34	30	33	26	41	32.80	8.20
Private - Injury	0	0	0	3	0	0.60	-0.60
Private - Property	69	71	49	62	63	62.80	0.20
Walk-In Property	41	43	33	36	42	39.00	3.00
<b>TOTAL</b>	<b>402</b>	<b>396</b>	<b>308</b>	<b>345</b>	<b>369</b>	<b>364</b>	<b>5.00</b>

MENTAL HEALTH	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Suicide					2		
Attempted Suicide					11		
Involuntary Committal					17		
Voluntary Committal					11		
All Other Mental Health					48		
<b>TOTAL</b>					<b>89</b>		

<b>TOTAL CALLS</b>	<b>7,472</b>	<b>7,227</b>	<b>6,271</b>	<b>6,350</b>	<b>5,076</b>	<b>6,479.20</b>	<b>-1,403.20</b>
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# MISSION HILLS

## THIRD QUARTER CRIME REPORT - 2011

CRIME	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	1	1	0	0.40	-0.40
Robbery	0	0	1	0	0	0.20	-0.20
Assault	0	6	5	3	1	3.00	-2.00
Burglary	6	13	14	1	2	7.20	-5.20
Residence	6	13	11	1	2	6.60	-4.60
Business/Miscellaneous	0	0	3	0	0	0.60	-0.60
Theft	23	32	41	19	33	29.60	3.40
Auto Theft	3	3	2	2	1	2.20	-1.20
Arson	0	0	0	0	0	0.00	0.00
Forgery	0	0	0	0	0	0.00	0.00
Fraud	0	0	0	0	0	0.00	0.00
Criminal Damage	9	4	22	12	23	14.00	9.00
Sexual Offenses	0	0	0	0	0	0.00	0.00
<b>TOTAL</b>	<b>41</b>	<b>58</b>	<b>86</b>	<b>38</b>	<b>60</b>	<b>56.60</b>	<b>3.40</b>

ACCIDENTS	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	2	2	3	2	1	2.00	-1.00
Street - Property + \$1,000*	17	29	23	15	19	20.60	-1.60
Street - Property - \$1,000*	5	0	1	10	7	4.60	2.40
Private - Injury	0	0	0	0	0	0.00	0.00
Private - Property	0	5	2	3	2	2.40	-0.40
Walk-In - Property	4	3	0	3	0	2.00	-2.00
<b>TOTAL</b>	<b>28</b>	<b>39</b>	<b>29</b>	<b>33</b>	<b>29</b>	<b>31.60</b>	<b>-2.60</b>

MENTAL HEALTH	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Suicide					0		
Attempted Suicide					0		
Involuntary Committal					3		
Voluntary Committal					0		
All Other Mental Health					3		
<b>TOTAL</b>					<b>6</b>		

<b>TOTAL CALLS</b>	<b>1,669</b>	<b>1,519</b>	<b>1,414</b>	<b>1,355</b>	<b>1,113</b>	<b>1,414.00</b>	<b>-301.00</b>
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**Council Members  
Mark Your Calendars  
October 17, 2011**

<b>October 2011</b>	State of the Arts Exhibit in the R. G. Endres Gallery
<b>November 2011</b>	Greater KC Art Association mixed medium exhibit in the R. G. Endres Gallery
November 7	City Council Meeting
November 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 19	Northeast Johnson County Chamber Annual Dinner
November 21	City Council Meeting
November 24	City offices closed in observance of Thanksgiving
November 25	City offices closed in observance of Thanksgiving
<b>December 2011</b>	Richard Joslin watercolor exhibit in the R. G. Endres Gallery
December 1	Holiday Tree Lighting 6:00 p.m.
December 5	City Council Meeting
December 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 16	Mayor's Holiday Gala
December 19	City Council Meeting
December 26	City offices closed in observance of Christmas