

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, November 05, 2018
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS & SCOUTS**
- VI. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

VII. **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 the regular City Council meeting minutes - October 15, 2018
- 2. Approve claims ordinance 2971
- 3. Approve a request to install a new streetlight at the end of Chadwick Lane
- 4. Adopt the 2019 salary ranges by resolution

VIII. **COMMITTEE REPORTS**

Environment/Recycle Committee

Consider renaming the Environment/Recycle Committee to Environmental
Committee
Sheila Myers

- IX. **MAYOR'S REPORT**
- X. **STAFF REPORTS**
- XI. **OLD BUSINESS**

XII. NEW BUSINESS

COU2018-46 Consider approval of a design agreement with Affinis Corp for the 2019 residential street program
Keith Bredehoeft

COU2018-47 Consider approval of a design agreement with Affinis Corp for the design of the 2019 CARS project: Roe Avenue from 63rd Street to 67th Street
Keith Bredehoeft

COU2018-48 Consider approval of an amendment to the engineering design contract with Affinis Corp for the Reinhardt and 84th Terrace drainage project
Keith Bredehoeft

XIII. COUNCIL COMMITTEE OF THE WHOLE (Council President presiding)

COU2018-49 Consider approval of waiving past-due Stormwater Special Assessments on Lot 23 for Paddock Court Homes Association
Jamie Robichaud

Discuss plan for implementation of 2019 park projects in Harmon Park
Keith Bredehoeft

XIV. ANNOUNCEMENTS

XV. 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 385-4616, 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



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
October 15, 2018**

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 15, 2018, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Laura Wassmer presided.

ROLL CALL

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ronald Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead (via telephone), Dan Runion, Courtney McFadden, Ted Odell, and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; David Waters, Interim City Attorney; Wes Jordan, City Administrator; Jamie Robichaud, Assistant City Administrator; Alley Porter, Assistant to the City Administrator, Lisa Santa Maria, Finance Director; Amy Hunt, Human Resources Manager, Deana Scott, Municipal Court Administrator and Joyce Hagen Mundy, City Clerk. Also present were Dave Johnson and Kristin Grace with CBIZ.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Ted Odell questioned the placement of the non-discrimination ordinance under New Business rather than the usual placement for the initial discussion of an issue on the Council Committee of the Whole agenda.

Chad Herring moved the approval of the agenda for October 15, 2018 as presented. The motion was seconded by Tucker Poling and passed by a vote of 7 to 5 with the following votes cast: “aye” Herring, J. Nelson, R. Nelson, Poling, Runion, McFadden and Gallagher and “nay” Odell, Morehead, Myers, Wang and Schermoly.

INTRODUCTION OF STUDENTS & SCOUTS

No students or scouts were in attendance.

PRESENTATIONS

Introduction of 2018 Teen Council

Councilman Terrence Gallagher introduced and welcomed the following 2018 Teen Council members: Jackson Bibb (Shawnee Mission East), Mary Kate Gallagher (St. Theresa’s Academy), Sophie Rice (Shawnee Mission East) and Wenham Sun (Barstow School) Teen Council member Ethan Wolf was unable to attend. Mr. Gallagher



administered the Teen Council Oath of Office and provided background on the teen council members. Mayor Wassmer welcomed the students.

Recycling Challenges

Lisa McDaniel, Mid America Regional Council, provided information on the changing global recycling market, the adverse impact on recycling programs and what can be done to address these challenges. Hank Potts, Republic Services, presented an update on the current crisis being faced with contamination of recycled materials resulting in some materials no longer being accepted, stressing the need for education of the public.

Megan England and Ruth Hopkins provided background on the Johnson County Solid Waste Management Committee and advised of the upcoming major update occurring in 2018/19 to the County's Solid Waste Management 5-year plan. They encouraged residents to become involved in the update of the plan through public sessions.

PUBLIC PARTICIPATION

Roxanne Wu-Rebein, 65 LeMans Court, thanked the City for its support of the Community Garden Program that has grown from 20 plots to 42 plots with locations at Harmon Park and 75th & Belinder and possible expansion at 67th & Roe.

Nathan Kovac, 4112 West 75th Street, suggested recyclable items be posted on the recycle containers and that the Environment/Recycle Committee be informed of issues being experienced in Prairie Village.

Mayor Wassmer opened public participation for comments on the proposed non-discrimination ordinance asking speakers to limit their comments to three minutes. The following individuals spoke in support of the proposed non-discrimination ordinance: Sandy Geduldig, 8400 Linden; Oscar Conway, 8921 Woodstone, Lenexa; Inga Selders, 4600 Tomahawk; Zach Mardan, 8833 Ensley Court, Leawood; Cindy Connellan, 5516 West 81st Terrace; Eva Brodzik, 4811 West 65th Terrace; Megan England, 5522 Cedar Street, Roeland Park; Mary English, 4402 West 77th Terrace; Josh Martin, 7516 Lamar; Kaitlin Vaughn, 5712 West 79th Street; Heather Rubesch, 4500 West 74th Place; Senator Barbara Bollier, 6910 Overhill, Mission Hills; Joel Marquardt, 5021 Clark Drive, Roeland Park; Leslie Abbey, 7615 Chadwick; Representative Jerry Stogsdill, 4414 Tomahawk Road; Letitia Harmon, Olathe; Michael Lamonica, 7124 Cherokee Drive; Lesa Patterson-Kinsy, 5607 West 69th Terrace; Nathan Kovac, 4112 West 75th Street; Angeliina Lawson, 7029 Round Prairie, Shawnee; and Aaron Roberts, 7834 Windsor with Colonial Church.

The following individuals spoke in opposition to the proposed non-discrimination ordinance: Steve Snitz, 4310 West 70th Terrace; Eric Teetsel, 15202 West 84th Terrace, Lenexa; Barbara Carpenter, 7633 Colonial Drive; Senator Mary Pilcher-Cook, 13910 West 58th Place and Owen Strachan, 4112 NW 76th Street, Kansas City, with Mission Bible Church.



With no one else to address the Council, public participation was closed at 7:56 p.m.

CONSENT AGENDA

Mayor Wassmer asked if there were any items to be removed from the consent agenda and discussed.

Jori Nelson moved for the approval of the Consent Agenda of October 15, 2018:

1. Approval of the Regular City Council meeting minutes for October 1, 2018.
2. Approval of the renewal of the agreement with All City Management Services, Inc. for crossing guard services for the 2018-2019 school year.

A roll call vote was taken with the following votes cast: “aye” Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell and Gallagher.

COMMITTEE REPORTS

Environment/Recycle Committee

Sheila Myers encouraged residents to attend the upcoming Recycling Extravaganza sponsored by the cities of Overland Park, Leawood and Prairie Village on Saturday, October 27th from 8 a.m. to 2 p.m. at Black & Veatch, 11401 Lamar.

Prairie Village Arts Council

Serena Schermoly reported on a very successful State of the Arts reception on Friday, October 12. She noted the Arts Council will be accepting applications from artists to show in the R.G. Endres Gallery during 2019 until November 6.

MAYOR'S REPORT

Mayor Wassmer attended the State of the Arts reception and commended the Arts Council and staff for a fabulous event. She attended the Council of Mayors meeting, candidate forums for state representative and mayoral candidates and was pleased to judge the Briarwood Elementary Chili Kick-off.

STAFF REPORTS

Public Safety

- None

Public Works

- Keith Bredehoeft reported the public meeting for the Mission Road/68th Street flooding/drainage study was held on October 9. The project will be brought before



the Council in November for consideration and subsequent submittal to the county for funding.

- There will be a public information meeting on the Delmar/Fontana Drainage Project on Wednesday, October 24
- A new light will be installed at the top of the walk way by the SME parking lot just north of the exit to the municipal building.

Administration

- Wes Jordan noted the October Plan of Action was included in the Council packet.

OLD BUSINESS

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

NEW BUSINESS

Discussion related to the consideration of adopting a non-discrimination ordinance including the LGBTQ community

Mayor Wassmer stated she believes Prairie Village to be an open and welcoming community with a Governing Body that fully supports non discrimination and equal rights for all. Unfortunately, this has not been fully addressed at the federal and state level. However, she noted legislation must be carefully written meeting the following criteria: 1) be able to be effectively enforced at the local level, 2) be shared with local businesses, 3) adequately protect citizens, 4) not conflict with existing laws nor create unintended consequences. She proposed the following order of discussion.

- Begin with a presentation of the proposed ordinance from Councilmen Poling and Herring
- Followed by general discussion by the Council on the intent of the ordinance
- Receive input from the city's legal staff on the proposed ordinance
- Take action and if approved the ordinance will be forwarded to staff and legal counsel for final drafting with formal action taken by the Governing Body at a later meeting.

Tucker Poling stated in drafting the proposed ordinance, he and Mr. Herring looked at the Roeland Park and Manhattan, Kansas ordinances as a starting point. The proposed ordinance fills the gap for protection to the LGBT community not addressed by the federal or state government. The city's legal counsel reviewed the original draft and changes were made based on their comments.

The ordinance applies to the city and entities that employ more than four employees with appropriate and targeted exceptions for religious organizations including churches, synagogues, mosques or temples. The ordinance makes the following unlawful:

- Discrimination in employment
- Discrimination in housing
- Discrimination in public accommodation



Tucker Poling moved the proposed Prairie Village ordinance against discrimination for consideration of adoption at the November 19, 2018 City Council meeting and to permit staff to bring proposed revisions, if any, for consideration by the Council at the same meeting. Chad Herring seconded the motion.

Council discussed at length their support for equal rights and non-discrimination for all; however, noting concerns that city processes were not followed, the lack of communication with staff and other council members in the preparation of this ordinance and the significant costs already incurred in the process. Concerns were expressed with the potential additional personnel needed for implementation and enforcement. Questions were raised regarding the Supreme Court ruling upholding religious freedom. Concerns were expressed with the duplication of already existing laws and with trying to fit Prairie Village into another city's ordinance.

Tammy Somogye, a non-discrimination attorney with Lathrop & Gage, reviewed the concerns of the city's legal counsel with the proposed ordinance.

Statements were made in support of the ordinance by some Council members and many of the questions raised were addressed. The widespread support of the ordinance by the community was acknowledged. Questions were raised regarding the feasibility of meeting the November 19 meeting date with a final ordinance. The desire of the Council was not to rush nor delay action. Staff noted the lack of an enforcement model and concerns with the selection of an investigator and hearing officer. If the final ordinance could not be completed by the November 19 meeting, an update would be provided with final action taken at a later meeting. The desire of the Council is a well written ordinance that balances the rights of all and providing protection to all.

The motion was voted on and passed with the following votes cast: "aye" Herring, J. Nelson, R. Nelson, Poling, Myers, Morehead, Runion, McFadden and Gallagher; "nay" Schermoly, Wang and Odell.

Mayor Wassmer thanked the residents for their participation and declared a five minute recess for the meeting. The meeting was reconvened at 9:30 p.m.

COU2018-42 Consider approval of the renewal of the City's health, dental and vision insurance provides for 2018

Amy Hunt, Human Resources Manager, presented the proposal received by the city for employee health, dental and vision plans for 2019. Dave Johnson with CBIZ answered questions regarding the plans.

Ted Odell moved the City Council approve the renewal of the agreement with United Healthcare as the City's health insurance provider for 2019 with an 8.4% increase in premiums, with a one month premium holiday; and approve renewal of the agreement with Delta Dental of Kansas as the City's dental insurance provider for 2019 with a 0.0% increase in premium and approve the renewal of the agreement with Superior Vision as



the City's vision insurance provider for 2019 with a 0.0% increase in premiums. Sheila Myers seconded the motion which passed unanimously.

COU2018-43 Consider adoption of the 2018 Standard Traffic Ordinance (STO) for Kansas Cities and the 2018 Uniform Public Offense Code (UPOC) for Kansas Cities

On an annual basis, the City receives the latest edition of the STO and UPOC from the League of Kansas Municipalities. The 2018 codes have been reviewed against the city's current offense codes and traffic codes for any discrepancies by the City Attorney and City Prosecutor. Deanna Scott, Municipal Court Administrator, noted the primary change was additional language added to address texting while driving.

Ron Nelson moved the City Council adopt Ordinance No. 2393 incorporating by reference the 2018 Uniform Public Offense Code for Kansas Cities and Ordinance No. 2394 incorporating by reference the 2018 Standard Traffic Ordinance for Kansas Cities with certain sections deleted and with additional and supplemental sections. Tucker Poling seconded the motion.

A roll call vote was taken with the following votes cast: "aye" Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Runion, McFadden, Odell and Gallagher.

COU2018-44 Consider approval of the reorganization plan of the City Clerk's office and corresponding job classification title changes specific to City Ordinance, Chapter 1.

Wes Jordan presented proposed reorganization plan for implementation in 2019 with the retirement of the City Clerk. The position of Assistant City Administrator will be change to Deputy City Administrator with no change in job function. The position of Assistant to the City Administrator will be changed to Assistant City Administrator with additional duties added including oversight of the City Clerk's Office and a part-time position of "Special Events Coordinator" that will replace the existing intern position. Mr. Jordan estimated the cost of the new position to be \$25,000 and some portion to be covered by a reduction in pay for the new employees hired and discontinuation of the intern position. Terrence Gallagher stated he would like to see the possible return of the intern position in the future. Sheila Myers confirmed the new position would not receive benefits. Dan Runion confirmed the cost would be absorbed in the adopted 2019 budget.

Terrence Gallagher moved the City Council approve the personnel related changes by the City Administrator specific to job title changes and corresponding Ordinance 2395 amendments, salary range classifications and the employment of a part time Special Events Coordinator. The motion was seconded by Tucker Poling.

A roll call vote was taken with the following votes cast: "aye" Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Runion, McFadden, Odell and Gallagher.

Serena Schermoly moved the City Council go into the Council Committee of the Whole portion of the meeting. The motion was seconded by Ron Nelson and passed unanimously.



COUNCIL COMMITTEE OF THE WHOLE

COU2018-45 Consider approval of a request to install a new streetlight at the end of Chadwick Lane

Public Works Director Keith Bredehoeft stated the residents on Chadwick Lane have requested a streetlight be added to the north end of their street at the cul-de-sac as allowed by Council Policy 250 with more than 50% of the residents within 500 feet of the proposed street light signing a petition in support of the light. The cost for the proposed street light is \$4,369.75.

Chad Herring moved to recommend the City Council approve the request to install a new streetlight at the end of Chadwick Lane. Terrence Gallagher seconded the motion which passed unanimously.

Chad Herring moved to adjourn the Council Committee of the Whole portion of the meeting and return to the City Council meeting. Sheila Myers seconded the motion which passed unanimously.

ANNOUNCEMENTS

Mayor Wassmer noted the announcements were included in the Council packet.

ADJOURNMENT

With no further business to come before the City Council, Mayor Wassmer declared the meeting adjourned at 10:00 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 8, 2018

Copy of Ordinance
2971

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	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
17872-17941	9/7/2018	808,959.71	
17942	9/18/2018	418.34	
17943-18036	9/21/2018	849,770.36	
18037-18038	9/28/2018	5,878.72	
Payroll Expenditures			
9/14/2018		321,272.69	
9/28/2018		307,151.97	
Electronic Payments			
Electronic Pmnts	9/1/2018	530.97	
	9/5/2018	182.92	
	9/11/2018	561.93	
	9/12/2018	3,370.15	
	9/14/2018	8,792.17	
	9/18/2018	554.50	
	9/26/2018	3,992.56	
TOTAL EXPENDITURES:			2,311,436.99
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			2,311,436.99

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

Passed this 8th day of October 2018.

Signed or Approved this 8th day of October 2018.

(SEAL)

ATTEST: *Fielding J. Gorton Jr.*
City Treasurer

ATTEST: *[Signature]* 10-11-18
Finance Director



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 15, 2018

Council Meeting Date: November 5, 2018

CONSIDER APPROVAL OF REQUEST TO INSTALL A NEW STREET LIGHT AT THE END OF CHADWICK LANE

RECOMMENDATION

Staff recommends that City Council approve a request to install a new street light at the end of Chadwick Lane.

BACKGROUND

Residents on Chadwick Lane have requested a street light be added to the north end of their street at the cul-de-sac. Council Policy CP250 allows residents to request street lights. The policy requires 50 percent of the properties within 500 feet of the proposed street light to be in favor of adding the street light. Public Works does find the location of the new street light to be acceptable as the end of this cul-de-sac is dark and other street lights do not light this area.

Over 50% of the residents within 500 feet of the proposed street light signed the petition in favor of the installation. It is not known if any residents are against the installation. A letter has been sent to all residents notifying them of the street light request and the opportunity to attend this meeting.

The street light will be installed by the City's street light contractor, Black and McDonald. The cost for installation is at agreed prices per our maintenance contract and will total \$4,369.75. This work will include boring a new conduit, wiring, and a new street light.

CP250 states that the Council Committee of the Whole will hold a public information meeting related to the addition of a new street light. If any residents want to discuss the addition of the street light they will be able to at this meeting.

FUNDING SOURCE

Funds are available in the Operating Budget for street lights.

ATTACHMENTS

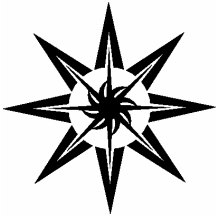
1. Location Map showing proposed street light

PREPARED BY

Keith Bredehoeft, Public Works Director

October 10, 2018





HUMAN RESOURCES

Council Meeting Date: November 5, 2018

CONSENT AGENDA: Consider adoption of 2019 Salary Ranges by resolution.

RECOMMENDATION

Staff is recommending that the Governing Body adopt a resolution establishing the 2019 compensation ranges for the City of Prairie Village and various position title updates.

COUNCIL ACTION REQUESTED ON NOVEMBER 5, 2018.

BACKGROUND

The City annually adopts a resolution adjusting salary ranges for all positions within the City, with the exception of seasonal and part-time positions as needed. The ranges were not adjusted in 2018 due to the Salary/Benefit compensation plan the City implemented July 1, 2017.

Staff did consult with Gail Meriweather, with Arthur Gallagher, for a recommendation as this firm completed the city's Salary/Benefit study in 2017. Gail stated the market would dictate consideration of adjusting ranges between 1.5% - 2%. Since the ranges have remained unchanged for 18 months, staff would recommend a 1.75% range adjustment to maintain the City's competitiveness with the labor market, protect its ability to compete for talented employees, and to maintain ranges adequately as to minimize needed increases in the future.

Adoption of the 2019 salary resolution will not increase an employee's salary unless that employee's pay would fall below the new minimum established for the range.

ATTACHMENTS

Proposed resolution

Prepared by:

Amy Hunt

Human Resources Manager

Date: November 1, 2018

RESOLUTION

WHEREAS, the Governing Body of the City of Prairie Village is authorized to establish salary ranges for city positions; and

WHEREAS, it is the desire of the Governing Body that these salary ranges be reviewed annually to ensure appropriate funds are budgeted and the salary ranges remain competitive;

NOW, THEREFORE, be it resolved the Governing Body of the City of Prairie Village, Kansas, hereby adopts the following compensation ranges for 2019:

The elected officers, appointive officers and employees of the city shall be compensated within the salary ranges provided in this section. The amount of compensation shall be fixed by the Governing Body in accordance with personnel procedures as adopted by the Governing Body from time to time, provided, however, that the salaries and compensation during calendar year 2019 shall be within and determined by the following ranges:

	2019	
	<u>Minimum</u>	<u>Maximum</u>
ADMINISTRATIVE SUPPORT		
Receptionist	26,669	39,998
Administrative Support Specialist	35,877	53,826
Codes Support Specialist	43,732	65,588
Executive Assistant	43,732	65,588
Court Clerk	35,877	53,826
Accounting Clerk	35,877	53,826
Office Manager	48,280	72,415
Code Enforcement Officer	39,611	59,412
Building Inspector	48,280	72,415
Human Resources Manager	71,724	107,580
Court Administrator	53,297	79,955
Building Official	64,967	97,446
IT Manager	71,724	107,580
PIO/Deputy City Clerk	53,297	79,955
City Clerk	64,967	97,446
Finance Director	96,510	144,760
Assistant City Administrator	71,724	107,580
Deputy City Administrator	96,510	144,760
City Administrator	129,853	194,790
PUBLIC WORKS		
Maintenance Worker I	26,669	39,998
Maintenance Worker II	35,877	53,826
Maintenance Worker III	39,611	59,412
Urban Forestry Specialist	39,611	59,412
Crew Leader	48,280	72,415
Mechanic	35,877	53,826
Construction Inspector	48,280	72,415
Field Superintendent	64,967	97,446
Storm water Engineer	58,842	88,268
Project Inspector	53,297	79,955
Senior Project Manager	71,724	107,580
Public Works Director	96,510	144,760

PUBLIC SAFETY

Records Clerk	35,877	53,826
Property Clerk	39,611	59,412
Community Service Officer	38,807	55,260
IT Police Technical Specialist	53,297	79,955
Dispatcher	39,611	59,412
Dispatcher II	43,732	65,588
Communications Supervisor	49,839	74,450
Police Officer	43,427	76,441
Police Corporal	59,269	82,418
Police Sergeant	68,752	94,770
Police Captain	86,660	121,875
Police Chief	113,238	182,529

SEASONAL/PART-TIME

	<u>Minimum</u>	<u>Maximum</u>
Seasonal Worker	8.61	12.84
Events Coordinator	→	25,000
Bailiff	10.95	13.14
Lifeguard	10.00	11.50
Concession Stand Worker	7.25	9.06
Swim/Dive Coaches	2,157	5,930
Assistant Coaches	1,260	1,574
Assistant Pool Manager (Lifeguard)	13.00	16.00
Assistant Pool Manager (non Lifeguard)	11.50	16.00
First Assistant Pool Manager	13,000	14,700
Pool Manager	15,000	20,900

Employee/Consultant

A person may be compensated in a category defined as “independent contractor consultant”. The rate of pay and other terms of employment for an individual in this category will be established and approved by the City Council.

Part-time Appointed Officials

Part-time appointed officials shall be compensated as follows in 2019:

	<u>Minimum</u>	<u>Maximum</u>
Treasurer (monthly)	361	453

Adopted this _____ Day of _____.

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk



ADMINISTRATION

Council Meeting Date: November 5, 2018

Consider renaming the Environment/Recycle Committee to Environmental Committee

RECOMMENDATION

Recommend approval of renaming the Environment/Recycle Committee to Environmental Committee.

SUGGESTED MOTION

I move to approve the renaming the Environment/Recycle Committee to Environmental Committee as outlined in City Council Policy CP001 - City Committees.

BACKGROUND

At the September 26, 2018 Environment/Recycle Committee meeting, the Committee voted to officially change the name to the "Environmental Committee" requiring an update in the Council Policy.

FUNDING

N/A

ATTACHMENTS

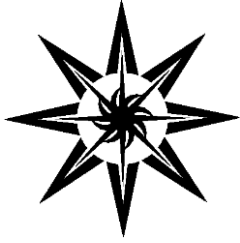
City Council Policy: CP001 - City Committees

PREPARED BY

Alley Porter

Assistant City Administrator

Date: November 1, 2018



City Council Policy: CP001 - City Committees

Effective Date: March 5, 2018

Amends: CP001 - dated June 5, 2017

Approved By: Governing Body

I. PURPOSE

To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

II. RESPONSIBILITY

- a. Except as otherwise provided herein, the Mayor, with the consent of the City Council, will be responsible for appointing members to serve on the committees established by this policy.
- b. The Mayor will appoint a City Council Member to serve as Committee Chair and a City Council Member to serve as Vice-Chair for the Parks and Recreation Committee, Environmental Committee, Prairie Village Arts Council, Insurance Committee, and Finance Committee. Both Council Members will be voting members.
- c. The Mayor will appoint a City Council Member to serve as a voting member of the Police Pension Board of Trustees without the consent of the City Council, and will appoint one additional voting member to the Police Pension Board of Trustees, with the consent of the City Council.
- d. The Mayor will appoint a City Council Member as a nonvoting "Council Liaison" to the VillageFest Committee, JazzFest Committee and Tree Board.
- e. The Mayor will appoint a City Council Member as a "Council Liaison" nonmember observer to the Planning Commission/Board of Zoning Appeals.
- f. Vacancies will be filled for the unexpired term by appointment by the Mayor with the consent of the City Council, where applicable.
- g. Each Council Member, Committee Chair, and Council Liaison (except Council Liaison to the Planning Commission/Board of Zoning Appeals) will set direction, attend meetings, communicate the Governing Body's direction, priorities, and policies, prepare committee budget, in consultation with City staff, manage city resource requests, including the budget and staff time, and report back any necessary information and recommendations to and from the City Council.
- h. City staff will attend meetings, when necessary, and will be responsible for publicizing meeting notices, providing budget and policy oversight, and assisting with committee objectives, as needed. Committees will normally be responsible for taking their own minutes and submitting them to the Staff Liaison, once approved by the Committee.
- i. All committee meetings, including subcommittee meetings and special meetings, are considered open meetings if a quorum is present, as defined by Kansas Open Meetings Act.
- j. Committee meetings will be held on public property unless permission is granted from the Mayor and Committee Chair.

III APPOINTMENT PROCESS

- a. The following process is outlined as a guide for committee appointments. Minor adjustments may be made by the Mayor and City Administrator.
- b. Advertise opportunities in October and November in the Village Voice, City website, news release, etc.

- c. Applications are due by December 1; online applications preferred. All applications will be sent to the City Council.
- d. Committee Chair Council Liaison and City staff representative discuss incumbents, attendance and contributions to the committee along with applications and vacancies, and may interview candidates. The Committee Chair and Council Liaison for each committee, except the Planning Commission/Board of Zoning Appeals, will recommend appointments to the Mayor.
- e. For Planning Commission/Board of Zoning Appeals, the selection committee will consist of the Mayor, Planning Commission Council Liaison, Assistant City Administrator, Planning Consultant, and Council President. The selection committee will recommend appointments to the Mayor.
- f. Mayor will make the final determination of recommended appointees for all committees.
- g. Mayor will forward the applications for the recommended appointees to the City Council at least one week prior to the City Council meeting, at which the recommended appointments will be considered. This will provide council members additional time to review the applications prior to the recommendation being included in the agenda packet.
- h. Mayoral appointment of Council members to serve on committees, as directed by this policy, will typically become effective the second meeting in February.
- i. Applicants who are not selected or approved will be notified by City administration.
- j. Appointments will typically be presented and voted on by the second City Council meeting in February.
- k. In the event of vacancies after the regular annual appointments, the applicants who submitted applications in October and November will be first considered, and vacant positions will be re-advertised, if needed.
- l. All appointed Committee Members and non-appointed Volunteers must sign a liability and photo waiver prior to serving on a Committee or volunteering for the City.

V. REMOVAL PROCESS

The following process is outlined as a guide for the removal of a committee member. This does not apply to the members of the Planning Commission, whose removal is governed by Ord. 1901; PVMC 16, Article 1 and the adopted bylaws of the Planning Commission.

Appointees serve at the pleasure of the Governing Body. A committee member may be removed prior to the expiration of his or her term by the recommendation of the Council Liaison and City Administrator, with final approval by the Mayor. All committee members are expected to attend meetings and are subject to the City's ethics code. This removal process applies to appointed committee members and non-appointed committee volunteers.

VI. COMMITTEE GUIDELINES

- a. Length of Terms - All committee terms will be two years, except for Planning Commission and Civil Service Commission, who, by code, serve for three years, and Committee Chairs, Council Liaisons, and youth representatives, who serve for a one-year term.. All committee members and youth representatives will serve without compensation.
- b. Attendance - All committee members must attend 75% of meetings held in a calendar year. A member who does not meet attendance requirements may be subject to removal prior to the end of the appointed term. Members who are unable to attend a meeting must notify the Committee Chair or Staff Liaison in advance to ensure a quorum will be present.
- c. City Operation Committees include the Insurance Committee, Police Pension Board/Employee Retirement Committee, Finance Committee, Tree Board, Parks and

- Recreation Committee, and the Civil Service Commission.
- d. Event Committees include the JazzFest Committee and the VillageFest Committee, which are responsible for specific city-sponsored events.
 - e. Lifestyle Committees include the Environmental Committee and the Arts Council.
 - f. Statutory Committees include the Planning Commission, Board of Zoning Appeals, and the Board of Code Appeals as required by Kansas Statutes.
 - g. Committee Resources - City Council reviews and approves the committee budget each year. No committee is allowed to lend or transfer given funds to another committee or another organization without staff approval except The Prairie Village Foundation. The committee budget is for specific items or events, which are the responsibility of that committee. If additional funds are needed, committee representatives must make a request to the City Council. No committee may use its funds to contribute funding support to another organization outside of required membership dues without specific City Council approval.
 - h. If a committee desires additional staff time for an event, initiative, or program, that request will be communicated to the City Administrator through the Committee Chair or Council Liaison. Any significant new program or proposal that requires staff time or additional funding will need to come before the City Council to determine if and where it fits on the priority list and obtain City Council approval before the committee may proceed.
 - i. Special meetings may be called by the Committee Chair, with approval of the Mayor, along with required public notification.
 - j. A quorum for each committee is a majority of the then sitting, voting members of each committee.
 - k. Notice of all meetings must be posted on the City's website.

POLICY

There are established public committees with the following requirements for membership, meetings and duties:

1. Insurance Committee

- a. The Insurance Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. The Mayor, with the consent of the City Council, appoints three other voting members who have an insurance background.
- b. The Insurance Committee will meet during the day as needed and adjourn no later than 6:00 p.m.
- c. The Insurance Committee will monitor and discuss insurance issues relating to the City and recommend insurance bid award, when applicable.

2. Police Pension Board of Trustees/Employee Retirement Board

- a) The Police Pension Board of Trustees/Employee Retirement Board will consist of three voting members. One member will be a council member who is appointed by the Mayor, without the consent of the City Council. One member will be appointed by the Mayor, with the consent of the City Council. One voting member will be designated by the Police Department employees, with a term of service until the appointment of successor.
- b) The Police Pension Board of Trustees/Employee Retirement Board will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Board has the powers and duties as designated in the Prairie Village, Kansas Police Department Revised Retirement Plan.

3. Finance Committee

- a) The Finance Committee will consist of six voting members, including a Chair and Vice-Chair, who are City Council Members, appointed by the Mayor without the

consent of the City Council.

- b) The Finance Committee will meet as needed during the day and adjourn no later than 6:00 p.m.
- c) The Finance Committee will counsel and recommend policies and activities to the Governing Body and as directed by the Governing Body, including but not limited to, management of financial resources, financial/investment policies and provide direction and guidance to staff on financial issues.

4. Tree Board

- a) The Tree Board will consist of nine voting members appointed by the Mayor with the consent of the City Council, which includes a Chair elected by the Committee at least every two years. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. All voting members are appointed by the Mayor with the consent of the City Council.
- b) The Tree Board will meet bi-monthly, as needed, at 6:00 p.m.
- c) The Tree Board will study, investigate, assess, counsel and recommend to the Governing Body, and as directed by the Governing Body, a policy relating to trees, shrubs and other plantings upon city-owned property; to promote and preserve the beautification of the City; to provide the protection of the public health and safety; and to protect and encourage the preservation of trees, shrubs and plantings. (Ord. 1911, 1927 & 207)

5. Parks and Recreation Committee

- a. The Parks & Recreation Committee will consist of voting members who serve as Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Ten other voting members who include one from each ward, two at-large, a tennis representative, and a swim representative are appointed by the Mayor with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Parks & Recreation Committee will normally meet at 6:30 p.m. six times per year.
- c. The Park & Recreation Committee will counsel and recommend policies and activities to the Governing Body, and as directed by the Governing Body, including, but not limited to, recreational activities in the parks, intergovernmental agreements pertaining to park and recreation facilities, use of park system facilities, development of park system facilities, short and long-range plans for city parks, operations and activities related to the park system. (Ord. 1541 & 1875)

6. Police Civil Service Commission

- a. The Police Civil Service Commission will consist of five voting members appointed by the Mayor with the consent of the City Council. A Chair will be designated by the Mayor, without the consent of the City Council. Members will not hold any other public office of the City.
- b. The Civil Service Commission will meet as needed and adjourn no later than 6:00 p.m.
- c. The Civil Service Commission responsibilities, as established in PVMC 1-807 & 1-808, including, but not limited to, assisting in determining qualifications and fitness of applicants for the position of commissioned police officer, for promotion of officers; and further will serve as an appeals board for commissioned officers. (Ord. 1468 & 1614)

7. JazzFest

- a) The JazzFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The JazzFest Committee will meet at 5:30 p.m. as needed.
- c) The JazzFest Committee will coordinate and host the annual JazzFest event.

8. VillageFest

- a) The VillageFest Committee is an open committee and the volunteer committee members are not appointed by the Mayor. A City Council Member will be appointed by the Mayor, without the consent of the City Council, to serve as the non-voting Council Liaison. A Chair will be appointed by the Mayor without the consent of the City Council.
- b) The VillageFest Committee will meet at 5:30 p.m. as needed.
- c) The VillageFest Committee will coordinate and host the annual VillageFest event.

9. Prairie Village Arts Council

- a) The Prairie Village Arts Council will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members appointed by the Mayor, with consent of the City Council, will also serve on the Committee. There may be two non-voting youth representatives.
- b) The Prairie Village Arts Council will meet at 5:30 p.m. each month, as needed.
- c) The Prairie Village Arts Council will counsel and implement policies and activities to the Governing Body and as directed by the Governing Body, including, but not limited to, promotion and development of the arts in Prairie Village and development of cultural activities for the city.

10. Environmental Committee

- a. The Environmental Committee will consist of a voting Chair and Vice-Chair, each a City Council Member appointed by the Mayor without the consent of the City Council. Twelve additional voting members shall be appointed by the Mayor, with the consent of the City Council. There may be two non-voting youth representatives.
- b. The Environmental Committee will normally meet at 5:30 p.m. every other month.
- c. The Environmental Committee will implement policies and activities as directed by the Governing Body, including, but not limited to, maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.

11. Planning Commission/Board of Code & Zoning Appeals

- a. The Planning Commission/Board of Code & Zoning Appeals will consist of seven voting members including a Chair, Vice-Chair and five other voting members all residing in or within three (3) miles of Prairie Village. Preference will be given to Prairie Village residents. All voting members are appointed by the Mayor with the consent of the City Council. The Chair and Vice-Chair will be elected once per year by the Commission, with different leadership elected for the Board of Code & Zoning Appeals. The term of appointment on the committee will be three years. A Council Liaison appointed by the Mayor, without the consent of the City Council, will attend

- meetings as a nonmember observer.
- b. The Planning Commission will meet on the First Tuesday of the month at 7 p.m. The Board of Code & Zoning Appeals will meet as needed at 6:30 p.m. on the First Tuesday of the month.
 - c. The duties of the Planning Commission are described in PVMC Chapter XVI covering such responsibilities as Comprehensive Plan, subdivision & zoning regulations, approval of plats. (Ord. 1901; PVMC 16, Article 1 and their adopted bylaws). The duties of the Board of Zoning Appeals are described in PVMC 19.54 covering the hearing of requests for variances to the zoning regulations and appeals of an interpretation of the zoning regulations (Ord. 1409; PVMC 19.54).

12. Ad Hoc Committee

- a. The Mayor will appoint a voting Chair and voting members to serve on Ad Hoc Committees, as needed, and without the consent of the City Council. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chair of the committee. These committees will continue to meet as long as necessary, but will not be considered permanent committees.
- b. The Committee will discuss issues as requested by the Mayor and/or the Governing Body. Ad Hoc Committees will be established by the Mayor to discuss a particular subject and make recommendations related to the subject matter to the Mayor and Council.



PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 5, 2018

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2019 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2019 Paving Program in the amount of \$94,200.00.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2018, 2019, and 2020 in August 2017. Affinis Corp was selected as the City's design consultant from the 4 firms interviewed. Affinis Corporation has been working for the City for the last several years and has performed very well.

This agreement is for the design of the 2019 Residential Street Program. Construction is anticipated to begin in Spring 2019.

The attached map shows the streets budgeted for the 2019 Residential Street Program. Streets may be deleted or added based on budgetary restrictions.

FUNDING SOURCE

Funding is available in the Paving Program to start design this fall.

ATTACHMENTS

1. Design Agreement with Affinis
2. Map of 2019 Paving Program

PREPARED BY

Melissa Prenger, Sr Project Manager

October 31, 2018

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT PAVP2019- 2019 PAVING PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this ____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2019 Paving Program, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

- A. Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of Paving Program.
- B. City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2019 Paving Project which may include the following streets:
 - 1 Tomahawk Road, Mission Road to 71st Street
 - 2 Tomahawk Road, 71st Street to Roe Avenue
 - 3 84th Terrace, Nall Avenue to Juniper Street
 - 4 Roe Avenue (cul de sac) off of Roe
 - 5 Granada Street, 66th Street to Homestead
 - 6 71st Terrace, Belinder to Eaton
 - 7 Belinder, 71st to 75th
 - 8 Booth, 73rd to 75th
 - 9 74th Terrace, Booth to High
 - 10 87th Street Cul de Sac (off of Catalina)
 - 11 Delmar, 90th Terrace to 91st Street
 - 12 Linden Drive CDS
 - 13 82nd Street, Nall Avenue to Reeds Street
 - 14 Briar, Rosewood to 83rd
 - 15 78th Terrace CDS, Delmar to End

Article II Consultant Responsibilities

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

Article III Scope of Services

- A. Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.
 - e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.
 - g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
 5. Perform topographic and field survey of identified project locations.
 - a. Belinder, 71st to 75th (Stormwater replacement)
 6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
 7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
 8. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
 9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.

11. Perform field check with City.
12. Schedule, prepare for and attend one (1) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
16. Prepare specification to supplement the 2018 Paving Program project manual for City review.
17. Submit one half size set of final (95%) plans and specifications for City review.
18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
19. Prepare a final opinion of probable construction cost based on 2018 Paving Program unit prices.
20. Prepare construction plans for the project using the City's standard documents for the Paving Program.
21. Provide to the City a spreadsheet of the construction quantities for each street and a total for the project.
22. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
23. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase

Construction services will be provided and include the following.

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
3. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
6. Prepare final record drawings which reflect:
 - a. Minor design changes.

- b. Changes made in the field by City representatives and are marked on the construction plan set.
- 7. Submit to the City electronic CAD files and TIFF images of the revised sheets.
- 8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by March 15, 2019
Issued to Contractor	April 1, 2019

Article V Compensation

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

Design Phase	\$ <u>89,610.00</u>
Construction Services Phase	\$ <u>4,590.00</u>
Total Fee for Paving Project	\$ <u>94,200.00</u>

- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.

- C. **Direct Non-Salary Costs** The term “Direct Non-Salary Costs” shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
 - 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 - 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 - 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.

5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-

consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.

- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to item by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

City of Prairie Village
Department of Public Works
3535 Somerset Drive
Prairie Village, Kansas 66208

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By

Kristen E. Leathers-Gratton, PE

Address for giving notices:

Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

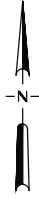
Telephone: 913-239-1122
Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

David Waters, City Attorney



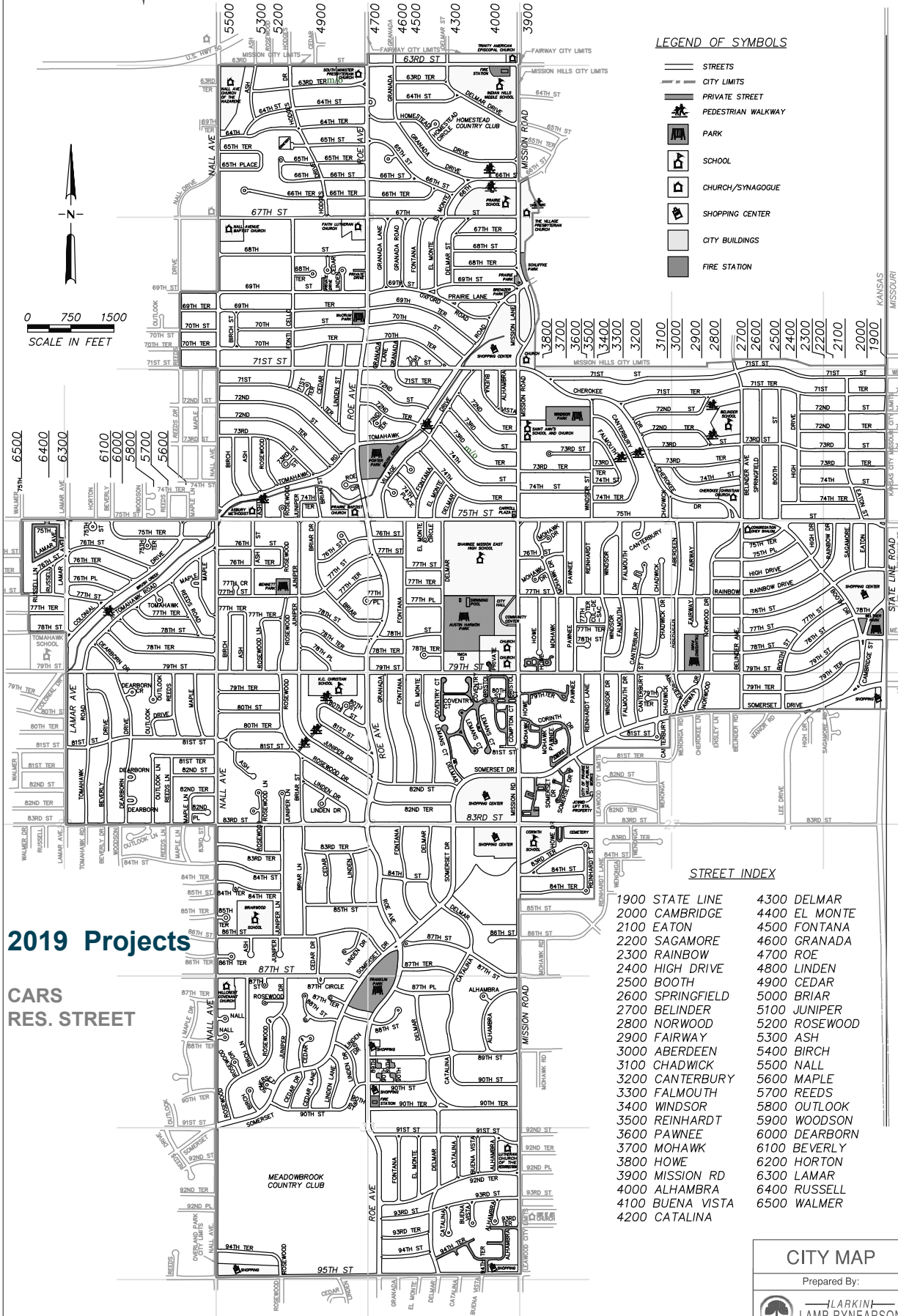
CITY OF PRAIRIE VILLAGE *Star of Kansas*



0 750 1500
SCALE IN FEET

LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
- PRIVATE STREET
- PEDESTRIAN WALKWAY
- PARK
- SCHOOL
- CHURCH/SYNOGOGUE
- SHOPPING CENTER
- CITY BUILDINGS
- FIRE STATION



2019 Projects

CARS
RES. STREET

STREET INDEX

- | | |
|------------------|---------------|
| 1900 STATE LINE | 4300 DELMAR |
| 2000 CAMBRIDGE | 4400 EL MONTE |
| 2100 EATON | 4500 FONTANA |
| 2200 SAGAMORE | 4600 GRANADA |
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| 4000 ALHAMBRA | 6400 RUSSELL |
| 4100 BUENA VISTA | 6500 WALMER |
| 4200 CATALINA | |

CITY MAP

Prepared By:





PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 5, 2018

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2019 CARS PROJECT; ROAV0005, ROE AVENUE FROM 63RD STREET TO 67TH STREET.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2019 CARS Project: Roe Avenue, 63rd Street to 67th Street for \$102,250.00.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2018, 2019, and 2020 in August 2017. Affinis Corp was selected as the City's design consultant from the 4 firms interviewed. Affinis Corporation has been working for the City for the last several years and has performed very well.

This agreement is for the design of the 2019 CARS Program. Construction is anticipated to begin in Spring 2019.

Roe Avenue Rehabilitation Project from 63rd Street to 67th Street is anticipated to be more extensive than a mill and overlay. The street has required constant patching over the years indicating a complete reconstruction of the roadway will most likely be required. This ½ mile will require closure and new asphalt base throughout.

FUNDING SOURCE

Dollars are available to begin the design this fall:

CARS CIP Project	\$75,000
CIP Streets Funding	<u>\$27,250</u>
Total	\$102,250

ATTACHMENTS

1. Design Agreement with Affinis Corp
2. Map of 2019 CARS Project

PREPARED BY

Melissa Prenger, Sr Project Manager

November 1, 2018

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT - 2019 CARS PROJECT

ROAV0005 - ROE AVENUE - 63rd STREET TO 67th STREET

THIS AGREEMENT, made at the Prairie Village, Kansas, this ___ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2019 CARS Project hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

- A. Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of CARS Programs.
- B. City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2019 CARS Project with this street:
 - 1. Roe Avenue (63rd Street to 67th Street) full street reconstruction

Article II Consultant Responsibilities

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

Article III Scope of Services

- A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.
 - 1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations.
 - 2. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 - 3. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement.
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.
 - h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.

- j. Utility locations and conflicts.
 - k. Tree conflicts.
4. Perform full topographic survey of project area and prepare base map for design.
 - a. Gather property owner information, and aerial and topographic data from Johnson County AIMS mapping to supplement topographically surveyed.
 5. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey. Intersection details showing the elevation and drainage pattern information.
 - f. Construction phasing showing temporary traffic control measures per MUTCD for various phases of construction.
 - g. Pavement marking and signing measures per MUTCD.
 - h. City details drawings and other special details pertinent to the project.
 6. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 - a. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 7. Perform field check with City.
 8. Schedule, prepare for and attend two (2) public meetings and one (1) council meeting for the 2019 CARS project. The City will be responsible for sending notifications to the residents and property owners.
 9. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 10. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
 11. Prepare final documents based of review and comments from City and other review agencies of the preliminary plans.
 - a. Submit one half size set of final (95%) plans and specifications for City review.
 - b. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
 - c. Prepare a final opinion of probable construction cost.
 12. Prepare project manual using the City's standard documents.

13. Prepare bid documents for distribution. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

Bidding services will be provided for each program separately and include the following.

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.
4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.
5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.
7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

C. Construction Services Phase

Construction services will be provided for each program separately and include the following.

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
3. Review shop drawings and submittals.
4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.

7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by March 19, 2019
Bid Advertisement Date	April 2, 2019
Letting Date	April 26, 2019

Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fee is **\$102,250.00**
- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that

Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

City of Prairie Village
Department of Public Works
3535 Somerset Drive
Prairie Village, Kansas 66208

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By

Kristen E. Leathers-Gratton, PE

Address for giving notices:

Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

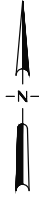
Telephone: 913-239-1122
Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

David Waters, City Attorney



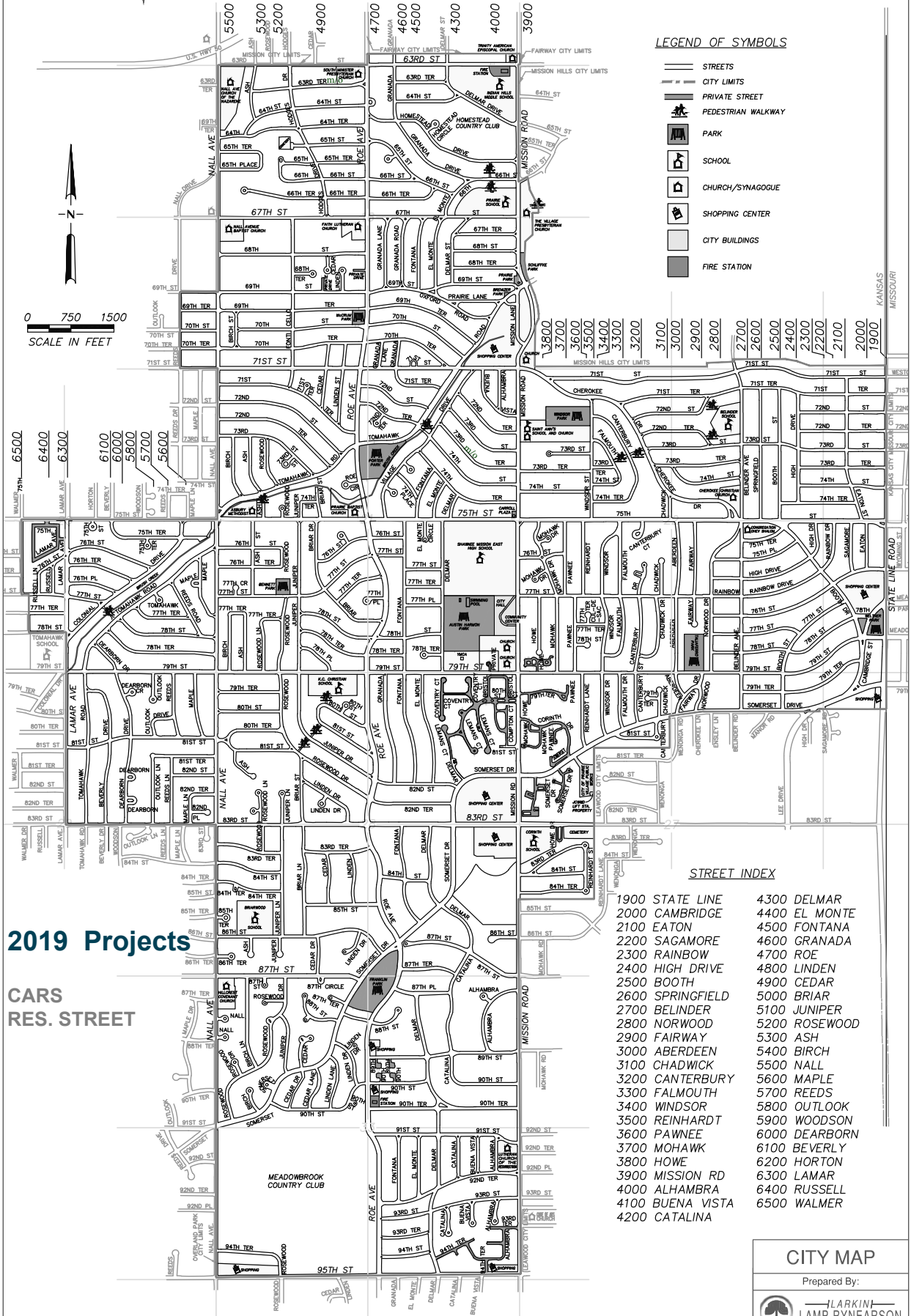
CITY OF PRAIRIE VILLAGE *Star of Kansas*



0 750 1500
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LEGEND OF SYMBOLS

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2019 Projects

CARS
RES. STREET

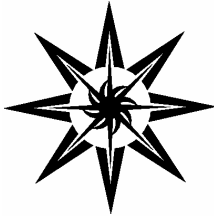
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| 4200 CATALINA | |

CITY MAP

Prepared By:





PUBLIC WORKS DEPARTMENT

Council Meeting Date: November 5, 2018

CONSIDER REIST001- REINHARDT & 84TH TERRACE DRAINAGE PROJECT- SMAC AMENDMENT TO ENGINEERING DESIGN CONTRACT WITH AFFINIS CORP

RECOMMENDATION

Move to approve the engineering design contract amendment with Affinis Corp in the amount of \$28,350 for REIST001 Reinhardt & 84th Terrace Drainage project (SMAC).

BACKGROUND

The area was surveyed and resident questionnaires were sent to residents to better understand the stormwater issues. Modeling of stormsewer system and resident questionnaires confirmed street flooding and the potential for homes to flood during significant rainfall events. The County has approved funding this Prairie Village/Leawood project at 75% of design and construction. Prairie Village and Leawood will share costs proportioned to the construction in each City, which is approximately 50%. The City of Prairie Village has total estimated cost share of \$385,000 for design and construction. The design amendment does not change the total cost of the project.

This amendment is for the design of sanitary sewer adjustments that will occur due to realigning the storm pipe locations to limit impacts to residential properties. The original design layout did not require the sanitary realignment so the original design scope did not include the sanitary design. The study design costs were estimated at \$226,500. The revised design costs are within the budgeted amount.

Plans are scheduled to be completed this year with a construction start in the Spring of 2019.

FUNDING SOURCE

Funds are available in the CIP under REIST0001.
Revised contract totals:

SMAC	\$138,814
Leawood	\$ 23,123
Prairie Village	\$ 23,123
Design Total	\$185,060

The original city share for this project was \$19,590. This amendment represents an increase of \$3,543.

ATTACHMENTS

1. Design Amendment Agreement with Affinis Corp

PREPARED BY
Cliff Speegle, Project Manager

October 29, 2018

AGREEMENT FOR PROFESSIONAL SERVICES AMENDMENT #1

This AMENDMENT (“Amendment”) shall amend and become a part of the Agreement for Professional Consultant Services for design services dated October 16, 2017 between the City of Prairie Village, Kansas 66208, (“City”) and Affinis Corp (“Consultant”) providing design services for Project REIST001 – Reinhardt Drainage Improvements (“Project”).

SCOPE OF SERVICES

City and Consultant hereby agree that Consultant’s s Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth in Exhibit A.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, the City shall pay the Consultant the following fee incurred, in addition to the fee(s) set forth in the Agreement:

The Consultant’s Scope of Services is hereby increased \$28,350 from the original contract amount of \$156,710.00, for a new maximum fee of \$185,060.00.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

City:

City of Prairie Village, Kansas

By: _____

Laura Wassmer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By _____

Kristen Leathers, PE

Address for giving notices:

Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

Telephone: 913-239-1110

APPROVED AS TO FORM BY:

David Waters, City Attorney

Exhibit A: Basic Services and Other Matters

Scope of project: This project includes design, plans, and specifications to be used for the:

1. extension of specified sanitary sewer main and service lines within the project limits of project number REIST001, Reinhardt Drainage Improvements. The project plans will be a separate set of plans as required by Johnson County Wastewater (JCW).

The project plans will be included with the Reinhardt Drainage Improvements and the projects will be bid as one package. Some tasks below are included in the Basic Services of MS-1571 and will require minimal, if any time, to perform.

General Design Requirements

The consultant shall design the Project in conformity with the **applicable portions of the City of Overland Park's "Project Procedure Manual"**, the **JCW Construction and Materials Specifications for Sanitary Sewers – KDHE Permit No. 31278**, the current version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions.

The Design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Geological investigations or studies shall be signed and sealed by the licensed Geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of the rights of way descriptions.

General Survey Requirements:

Vertical Control:

Elevations for plans must be obtained from a benchmark on the Johnson County Vertical Control Network. Show the datum benchmark and elevation of the datum benchmark on the plans.

Horizontal Control:

Section Corner and quarter section corner locations must be referenced to the Johnson County Horizontal Control Network. As part of the design survey all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Kansas State Historical Society, the County Engineer, and cities project engineer within 30 days of the survey as required by state law. If a Johnson County Horizontal Control marker may be damaged by construction the County public works department should be notified prior to the bid letting.

Plan Notes - Johnson County Control Bench Marks:

Any Johnson County Benchmarks, Johnson County Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All bench marks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

SANITARY SEWER DESIGN

1. Schedule and attend pre-design meeting with JCW and City representatives. Prepare meeting minutes and distribute to attendees.
2. Design and prepare preliminary plans for main extension sites within the project area.
 - a. Approximately Sta. 61+00 to Sta. 65+60, W. 84th Place, Leawood, Kansas, 8-inch SDR-

- 26 PVC main and services along the south side of W. 84th Place.
- b. Approximately Sta. 30+00 to Sta. 34+50, Reinhardt Street, Prairie Village, Kansas, 8-inch SDR-26 PVC main and services along the south side of W. 84th Place.
 - c. Encasements where required.
3. Review existing sanitary sewer easements owned by JCW and existing platted utility and sanitary sewer easements adjacent to the proposed relocations sites.
 - a. Preparing legal descriptions and tract maps for new easements; and determining easements for vacation and preparing vacation documents are NOT included in this Scope of Services.
 4. Schedule and attend a coordination meeting with JCW and the City to review preliminary plans.
 5. Determine and prepare necessary permit applications required for KDHE.
 6. Design and prepare final plans for sanitary sewer main extensions.
 7. Prepare opinion of probable construction cost for bid items related to sanitary sewer main extensions.
 8. Prepare cover sheet for signature by JCW chief engineer and KDHE representative.
 - a. Coordinate and obtain signatures.
 9. As a separate set, include sanitary sewer main extension plans.
 - a. Provide three (3) full-size, three (3) half-size and one (1) electronic/TIFF copy of the sanitary sewer bid plans to JCW.
 - b. General bidding services shall be provided with the original contract.
 10. Construction Services
 - a. Prepare a notice to Start Work
 - b. Review shop drawings and be available for consultation with the JCW, the City and the Contractor during construction.
 - c. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
 - d. Prepare final as-built drawings for the sanitary sewer main extension plans which reflect:
 - i. All change orders.
 - ii. Design and field changes.
 - iii. Topographic survey of as-constructed information for manholes and services.
 - iv. Changes made in the field by JCW and/or City representatives and are marked on the construction plan set.
 - v. Submit updated CAD drawings and TIFF images of the revised sheets.
 - e. Prepare Acceptance letter and submit with as-built deliverables.



EXHIBIT B

Date: 8/29/2018

**Supplement 1 for Sanitary Sewer Main Extension Design Services
REIST001-Reinhardt Drainage Improvements**

Client: PVKS

Prairie Village, Kansas

Affinis Proj. No. 17-0001.02

Made By: KEL

Tasks	Principal	Senior Proj.	Project	Intern	Design	CADD	Land	Survey Crew	Survey Crew	Clerical	LABOR	DIRECT EXPENSES	TOTAL	
		Mgr.	Engineer	Engineer	Tech. II	Tech II	Surveyor II	Member II	Member II		COSTS	ITEM	COST	FEE
	\$235.00	\$215.00	\$130.00	\$100.00	\$125.00	\$85.00	\$105.00	\$95.00	\$80.00	\$75.00				
SANITARY SEWER RELOCATION DESIGN														
1.	Pre-design meeting	2	2								\$ 690.00		\$ 690.00	
2.	Preliminary design and plans		24		24	40					\$ 9,520.00		\$ 9,520.00	
3.	Review existing asesments						2				\$ 210.00		\$ 210.00	
4.	JCW coordination meeting	2	2								\$ 690.00		\$ 690.00	
5.	Permitting		4	4						4	\$ 1,220.00		\$ 1,220.00	
6.	Final design and plans	2	4		8	24					\$ 3,990.00		\$ 3,990.00	
7.	OPCC		2	8							\$ 1,060.00		\$ 1,060.00	
8.	Cover Sheet & signatures					2					\$ 170.00		\$ 170.00	
9.	Bid documents	2	4		8	16				2	\$ 3,460.00		\$ 3,460.00	
10.	Construction services										\$ -		\$ -	
a.	Start Work notice		1								\$ 130.00		\$ 130.00	
b.	Shop drawings			8							\$ 800.00		\$ 800.00	
c.	Plan revisions & construction assistance	4	4		4	8					\$ 2,560.00		\$ 2,560.00	
d.	As-built survey and drawings		2		4	8	4	8	8		\$ 3,260.00		\$ 3,260.00	
e.	Letter of acceptance & deliverables		1							2	\$ 280.00		\$ 280.00	
												Mileage	\$ 60.00	\$ 60.00
												Repro	\$ 250.00	\$ 250.00
	Total - Hours	0	12	50	20	48	98	6	8	8	8			
	Total - Cost	\$0.00	\$2,580.00	\$6,500.00	\$2,000.00	\$6,000.00	\$8,330.00	\$630.00	\$760.00	\$640.00	\$600.00	\$ 28,040.00	\$ 310.00	\$ 28,350.00



Consider Approval of Waiving Past-Due Stormwater Special Assessments on Lot 23 for Paddock Court Homes Association

RECOMMENDED MOTION:

Make a motion to approve a waiver of the past due stormwater special assessments on Lot 23 in Paddock Court in the amount of \$17,611.19.

BACKGROUND:

Paddock Court Homes Association recently contacted city staff regarding a land ownership issue that was brought to their attention by Johnson County. Lot 23 in the Paddock Court neighborhood currently has a past due tax balance of \$17,611.19. This past due amount is due to the stormwater special assessment on the lot that the City began assessing in 2008. This special assessment has never been paid on this piece of land because Lot 23 is actually owned by Taft Broadcasting Company and is not owned by the homes association. Lot 23 is shown in the image below - it is the sliver of land shaped like a rainbow that is directly north of the radio tower:



The land where Paddock Court sits today was sold by Taft Broadcasting Company to JC Nichols in the 1980s. Part of that real estate transaction included Lot 23 remaining under the ownership of Taft Broadcasting Company, but they granted an easement to JC Nichols to use the lot for sidewalks, driveways, streets, and greenspace. JC Nichols transferred the easement of Lot 23 to the homes association once the neighborhood was developed. The easement agreement included language that said the neighborhood would be responsible for any taxes and special assessments on the land; however, the land has an appraised value of \$0 and there were no special assessments at that time.

In 1998, Taft Broadcasting Company sold the main piece of land that the radio tower sits on to Entercom, but they maintained ownership of Lot 23 for unknown reasons. Since that time, Taft Broadcasting Company has dissolved, yet they still are the owner of record on Lot 23. In 2008, the City began assessing stormwater fees, and the billing was sent to Taft Broadcasting Company each year as the property owner. The Homes Association never received a bill or notice from Taft or the County that these special assessments were due.

In 2015, Paddock Court HOA was notified by Johnson County regarding the potential foreclosure on Lot 23 for the delinquent stormwater special assessments. The County encouraged the HOA to seek legal counsel to protect their interests, since this piece of land is the common area for the neighborhood and also contains their private street, sidewalks, and driveways. The HOA then hired an attorney to determine who was liable for the past due amounts. The first attorney who was hired was able to verify that the HOA had an easement on the property but was unable to find the current owner of the property or determine who was liable for the past due special assessments. In 2018, the HOA hired a second attorney, who determined that the easement language specifies that the HOA is responsible for all current and past special assessments on the property.

Paddock Court HOA has informed the City that they have budgeted to pay these special assessments moving forward now that they are aware it is their responsibility, but they said they cannot afford to pay the past due balance. As a result, they are requesting a waiver of the past-due balance in the amount of \$17,611.19. City staff recommends approval of this waiver due to the unique circumstances of this situation, as there were no special assessments or taxes due on the property when the HOA was granted ownership of the easement, and the HOA never received notice of the stormwater special assessment on Lot 23 when it was enacted in 2008, since they were not the owner of record. If the HOA cannot afford to pay the past-due amount and the City doesn't waive the assessments, then the property will go to tax sale. If this happens, any individual could purchase this property and could create numerous issues for the residents in this neighborhood. The stormwater special assessments bring in about \$1.6 million annually, so there would not be a significant budget impact should the Council grant approval of waiving these past-due fees.

ATTACHMENTS:

Timeline of Events provided by the Paddock Court HOA
Letter from the Johnson County Legal Department to the HOA
Letter from Martin Pringle Attorneys to the HOA
Letter from the HOA to the City
Most Recent Tax Information for Lot 23

PREPARED BY:

Jamie Robichaud
Deputy City Administrator
Date: October 31, 2018

PADDOCK COURT HOMES ASSOCIATION – Lot 23 OP 37500001-0023

HISTORY

1980s

- Taft Broadcasting sells a portion of the land north of its broadcast tower to JC Nichols Co. to develop Paddock Court;
- Taft retains ownership of Lot 23 and grants Easement to Nichols;
- Nichols transfers ownership of development and Easement to Association

1998

- Entercom buys tower and related property, but Lot 23 is excluded from sale

2008

- Prairie Village begins Storm water assessments
- Billing goes to Taft and is not paid; interest and penalties accrue

WHAT PADDOCK COURT HAS DONE

2015-2016

- In August of 2015, Association receives courtesy notification from Asst. County Counselor Mary Buhl of potential foreclosure on Lot 23 for delinquent special assessments
- Association hires attorney to look into situation; verifies we have an Easement and is unable to find current owner of property; \$7000 spent with no resolution

2017-2018

- Residents remain concerned about this unresolved situation;
- New attorney, Rod Hoffman, is hired in 2018 and determines that the Association has a "near permanent" Easement;
- Mr. Hoffman also discovers that, as a provision of the Easement transfer from Nichols, the Association is responsible for special assessments on Lot 23.
- In June, The Association notifies Mary Buhl of this information and she refers us to the City of Prairie Village to resolve this issue

JOHNSON COUNTY
KANSAS
Legal Department

MARY BUHL
ASSISTANT COUNTY COUNSELOR
(913) 715-1900
MARY.BUHL@JOCOGOV.ORG

August 11, 2015

Mr. Richard Arnold
3806 W. 79th Terrace
Prairie Village, KS 66208

Re: Johnson County parcel number OP37500001 0023

Dear Mr. Arnold:

I got your name and contact information from the City of Prairie Village. If you are no longer an officer of the Paddock Court Homes Association, would you please let me know so that I can try to re-direct this letter?

I left a phone message for you today to let you know about a tax issue with the parcel (number above) that appears to be common area for the Paddock Court development. This letter is to give you some information so that your Homes Association has time to look at the situation and take whatever action you think necessary, before the property goes into foreclosure.

This parcel appears to be owned by the Taft Broadcasting Company. There are delinquent special assessments for the City of Prairie Village. It appears to be green space for the homes in your development. It is on the list I am working on for foreclosure. If this is property that your Homes Association believes it owns, you will need to talk to an attorney about your options. If it is not, and if the Association does not have an interest in the property, then you may not be concerned if the property goes to foreclosure.

I am enclosing an AIMS map that will show you the area in question. You may also want to get on the County's website and look at the land records. If you need any other information that I can provide, please call. I wanted to be sure that your Association was aware of this.

Thank you.

Sincerely,

Mary Martin Buhl
Assistant County Counselor



9401 Indian Creek Parkway, Building 40, Suite 1150, Overland Park, Kansas 66210 | 913-491-5500

ROD HOFFMAN | rhoftman@martinpringle.com

March 8, 2018

VIA EMAIL

Mr. Chris Lewis

mchristianlewis@yahoo.com

Re: Paddock Court Homes Association

Dear Chris:

The Board of Directors requested an opinion about the status of your Association's easement on Lot 23 in the subdivision.

Based on the recorded documents described below, the Association has a nearly permanent easement on this lot to construct and maintain streets and driveways. In addition, the Association is required to pay any real estate taxes and special assessments on the lot.

As you noted, J.C. Nichols obtained a tract of land from Taft Broadcasting Company in 1980. This land was developed into the Paddock Court subdivision. In this transfer, which is documented in a "Corporation Warranty Deed," Taft gave an easement to J.C. Nichols over one parcel of the land. In the deed, the land is described by "metes and bounds." This legal description of the property didn't specifically identify Lot 23 because the subdivision and its lots hadn't been platted. For the purposes of this letter, I'm assuming that part of the metes and bounds description is now Lot 23.

The easement says J.C. Nichols may use the land portion which became Lot 23 for driveways, roadways, walkways, patios, lawn and garden areas, and recreational areas, as long as the use doesn't interfere with Taft's antenna signal. This easement continues for 25 years and will be automatically renewed for successive periods of 25 years unless J.C. Nichols terminates the easement at least five years before the end of any 25-year period.

About a month later, J.C. Nichols recorded two documents which affect this tract. The first is the Homes Association Declaration for Paddock Court. In that document, J.C. Nichols says it's the owner of Lots 1 to 22 and the owner of certain easement rights in Lot 23.

Approximately the same time, Nichols recorded a "Declaration of Easements of Paddock Court." This document says:

Kansas | Missouri

Wichita | Overland Park | Kansas City

martinpringle.com

Mr. Chris Lewis
March 8, 2018
Page 2

"Lot 23 is also hereby declared to be 'common areas' in accordance with certain easement rights granted by the owner, Taft Broadcasting Company . . ."

The Homes Association Declaration for Paddock Court states:

"Section 1. Duties. The Association shall have the following duties:

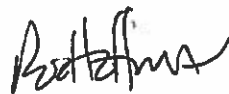
. . . c. To pay all real estate taxes and special assessments levied against common areas."

Typically, common areas owned by homes associations are not subject to property taxes. This is because the value of common areas is incorporated into home values. However, local governments do make special assessments against common areas. These assessments are required for infrastructure improvements adjacent to common areas. These special assessments are not considered taxes.

I'm assuming you'll contact local authorities to discuss payment of the special assessment.

If you have any questions, please call any time. Thank you for allowing me to assist in this project.

Sincerely,



Rod Hoffman

RJH:vh

PADDOCK COURT HOMES ASSOCIATION

PRAIRIE VILLAGE, KANSAS 66208

July 16, 2018

Suzanne Lownes
Office Manager
Public Works Dept.
City of Prairie Village
Prairie Village, KS 66208

Re: Johnson County parcel number OP37500001 0023


Dear Suzanne Lownes:

I am contacting you because Mary Buhl, an attorney in Johnson County's legal department, suggested I do so. Last month she left you a voicemail saying that she was giving your name and number to a homeowners association that has a difficult property situation. I am the president of Paddock Court Homeowners Association, and we do indeed have a difficult property situation. In giving you the background, I will try to be as brief and clear as I can.

In August of 2015, Mary Buhl informed us about delinquent special assessments for the City of Prairie Village levied against parcel number OP37500001 0023 which she stated appeared to be owned by Taft Broadcasting Company and further appeared to be common area for the Paddock Court development. Further, the parcel (known to us as Paddock Court Lot 23) was on a list she was working on for foreclosure. In response to her letter, we hired a law firm to protect our easement interests in Lot 23. After payment of many thousands of dollars, the law firm gave us no clear advice on how to proceed. Since then, this foreclosure possibility has been a continuing concern for our members.

Our Board recently hired the law firm of Martin Pringle in another attempt to resolve this matter. After a review of all the recorded documents mentioning Lot 23, Attorney Rod Hoffman's opinion is that although Taft Broadcasting Company is the owner of Lot 23, we are obligated to pay any taxes or assessments on it. This came as a shock to us. Of course we will budget for payment of the assessment in the future, but the delinquency is the difficulty.

Can you negotiate the amount owed? We would like to make one payment if it is an amount that we can manage. I would appreciate the opportunity to meet with you to discuss our options.

Sincerely yours,

Chris Lewis, President
Paddock Court Homes Association
7919 Pawnee Street
Prairie Village, KS 66208
913-649-8258
mchristianlewis@yahoo.com



JOHNSON COUNTY TAX OFFICE

Quick Ref ID R139392 Owner TAFT BROADCASTING COMPANY Property Address 000000 NS, PRAIRIE VILLAGE, KS 2017 Assessed Value \$0

2017 GENERAL INFORMATION

Property Status **Active**
 Property Type **Residential Real Property**
 Legal Description **PADDOCK COURT LT 23 BLK 1 PVC 613 2 1 23**
 Taxing Unit Group **0025**
 Neighborhood **313.6**
 RE Tax ID **OP37500001 0023**
 Map Number **F27**

2017 OWNER INFORMATION

Owner Name **TAFT BROADCASTING COMPANY**
 Owner ID **00233448**
 Exemptions
 Mailing Address **0 NS NT PRAIRIE VILLAGE, KS 00000**

2017

Payment History Tax Statement Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
PVCSTMWATER	-	\$773.45	\$0.00	\$773.45
Installment 2				
PVCSTMWATER	-	\$745.94	\$0.00	\$745.94
Property Fees				
Publication Fee	-	\$15.00	\$0.00	\$15.00
TOTALS	0.000000	\$1,534.39	\$0.00	\$1,534.39

TOTAL TAXES DUE	Effective Date: 10/31/2018
Current Amount Due	\$1,534.39
Past Years Due	\$17,611.19
Total Due	\$19,145.58

2016

Payment History Tax Statement Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$1,675.50	\$0.00	\$1,675.50

2015

Payment History Tax Statement Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$1,747.55	\$0.00	\$1,747.55

2014

Payment History

Tax Statement

Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$1,804.75	\$0.00	\$1,804.75

2013

Payment History

Tax Statement

Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$1,885.44	\$0.00	\$1,885.44

2012

Payment History

Tax Statement

Details

TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$1,971.09	\$0.00	\$1,971.09

2011

Payment History

Tax Statement

Details

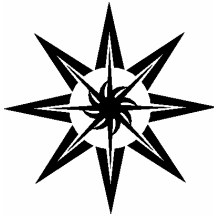
TAXING ENTITY	RATE	TOTAL TAXES DUE	AMOUNT PAID	BALANCE
Installment 1				
Installment 2				
Property Fees				
TOTALS	0.000000	\$2,068.14	\$0.00	\$2,068.14



Home Contact NotifyJoCo Facilities List Legal Disclosures

111 S Cherry St, Olathe, KS 66061 | 913-715-5000 | TDD: 800-766-3777

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PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 5, 2018

DISCUSS PLAN FOR IMPLEMENTATION OF 2019 PARK PROJECTS IN HARMON PARK

BACKGROUND

There are two projects in Harmon Park that have been planned of several years which are a part of the City's approved Capital Improvements Program (CIP). Both projects need direction from council to proceed. These two are the Inclusive Play project in Harmon Park and the reconstruction of the Skate Park. Both of these projects are ready for design but need confirmation from council begin. The attached plan shows the geographic locations for both of these projects in Harmon Park. Below are details for each.

Inclusive Play Project-

The attached drawing shows the proposed location of the inclusive play area. This area is at the same location as was shown in the recent study completed by BBN, Architects for Harmon Park. The location shown is a good location for these improvements and would not prevent any other items in the BBN study from being constructed in the future if desired. If this location is agreed to, the design will begin in the winter with construction in the summer of 2019. The CIP has \$575,000 budgeted for this project.

Skate Park-

The skate park location shown on the attachment is at the location determined by the BBN study at Harmon Park that would allow for a performance pad to be constructed at the location of the existing skate park. It is proposed to add this concrete performance pad to the skate park project so all this work can be completed at the same time. Additional details for the performance pad are listed below. If approved, the skate park and performance pad would be planned and designed in 2019 with construction in 2020. The performance pad would be completed for the 2020 Jazz Fest event. The CIP has \$320,000 budgeted for this project.

Performance Pad-

The current skate park was built to include a concrete performance pad where a temporary stage could be constructed. A temporary stage is placed at this location each year during Jazz Fest. The current proposal is to still build a performance pad where a temporary stage can be constructed but it is proposed to be separate from the skate park. These two areas would be separated by a future 8 foot sidewalk that would be part of the perimeter trail for the area. The performance pad could also create other opportunities throughout the year, including movie night as well as other small performances. Permanent power can be provided relatively easily as the new Fire Station project installed KCPL equipment that makes this much easier and less costly to install. It is also proposed to make the concession stand at the swimming pool usable during events at the Harmon Park as well. This could be done at any time with modification of the fencing. In the future, if the performance pad was being well used, a structure could be built over the pad and could house lighting and sound equipment. It is currently estimated that the additional cost for the pad, electrical work and modifications to the concession stand is approximately \$100,000. These additional funds could be added to the skate park project as part of the 2020 CIP/budget process.

The above Harmon Park implementation plan allows for the addition and reconstruction of amenities in the park. This plan will leave the city's options open in the future if a more significant performance area is desired.

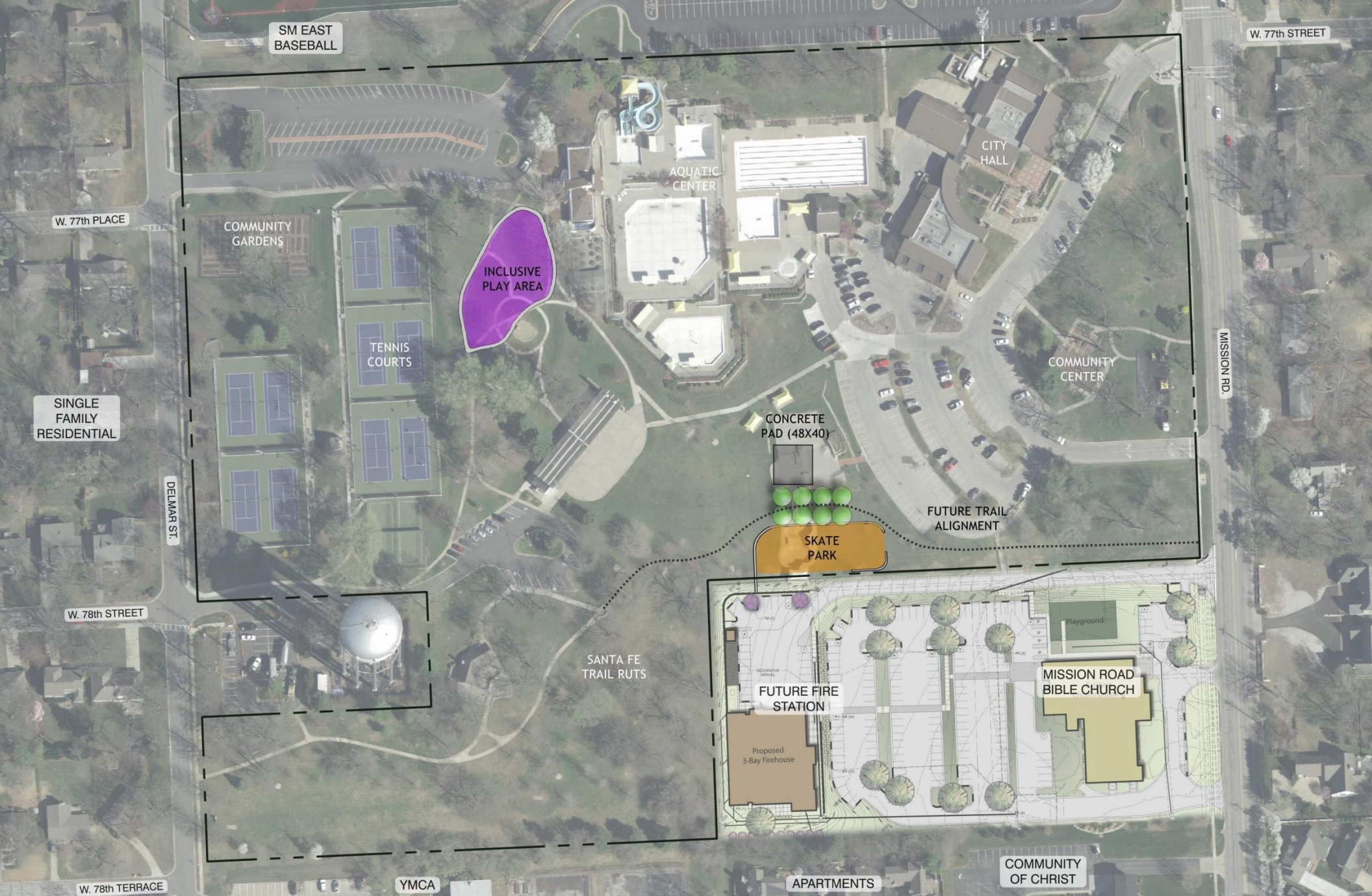
ATTACHMENTS

Harmon Park Project Plan

PREPARED BY

Keith Bredehoeft, Public Works Director

October 31, 2018



SM EAST BASEBALL

W. 77th STREET

W. 77th PLACE

COMMUNITY GARDENS

TENNIS COURTS

INCLUSIVE PLAY AREA

AQUATIC CENTER

CITY HALL

COMMUNITY CENTER

SINGLE FAMILY RESIDENTIAL

DELMAR ST.

CONCRETE PAD (48X40)

FUTURE TRAIL ALIGNMENT

SKATE PARK

W. 78th STREET

SANTA FE TRAIL RUTS

FUTURE FIRE STATION

MISSION ROAD BIBLE CHURCH

W. 78th TERRACE

YMCA

APARTMENTS

COMMUNITY OF CHRIST

HARMON AND SANTA FE PARK



MAYOR'S ANNOUNCEMENTS
Monday, November 5, 2018

Committee meetings scheduled for the next two weeks include:

Planning Commission	11/06/2018	7:00 p.m.
Tree Board	11/07/2018	6:00 p.m.
Arts Council	11/07/2018	5:30 p.m.
Park & Recreation Committee	11/14/2018	6:30 p.m.
City Council	11/19/2018	6:00 p.m.

The Prairie Village Arts Council is pleased to feature a mixed media exhibit of the works of Lana Cease and Eileen Flink in the R.G. Endres Gallery during the month of November. The artist reception will be held from 6 to 7 p.m. on Friday, November 9, 2018.

City offices will be closed on Monday, November 12th in observance of Veterans' Day. Trash service will **not** be delayed.

Save the Date for the Annual NEJC Chamber Gala on Saturday, November 17, 2018 at the Overland Park Marriott at 5:30 p.m. with dinner at 7 p.m. RSVP to Meghan by November 9th.

Save the Date for the Mayor's Holiday Tree Lighting on Thursday, November 29th at Corinth Square Shopping Center from 6 to 7 p.m.

Mark your calendars for the Prairie Village Foundation's annual Gingerbread House event on Sunday, December 2nd at Briarwood Elementary School.

Save the Date for the Annual Volunteer Appreciation Event on Saturday, December 8th at 6:30 p.m. at Milburn Country Club.

INFORMATIONAL ITEMS
November 5, 2018

1. Planning Commission Agenda - November 6, 2018
2. Proclamation - Small Business Saturday
3. Proclamation - World Kindness Day
4. 3rd Quarter Crime Statistics
5. November Plan of Action
6. Mark Your Calendar

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, NOVEMBER 6, 2018
7700 MISSION ROAD
COUNCIL CHAMBERS
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PLANNING COMMISSION MINUTES - OCTOBER 2, 2018

III. PUBLIC HEARINGS
None

IV. NON-PUBLIC HEARINGS

PC2018-121 Site Plan Approval - Antenna Replacement
9011 Roe Avenue
Zoning: C-1
Applicant: Megan Flower with Crown Castle representing Sprint

PC2018-122 Site Plan Approval - Patio Addition
4200 Somerset
Zoning: C-0
Applicant: Mike MacAdam, Tower Properties

PC2018-123 Lot Split Approval
3901 & 3905 West 85th Street
Zoning: R-1a
Applicant: Kevin Green

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

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

CITY OF PRAIRIE VILLAGE PROCLAMATION

Whereas, the government of Prairie Village, Kansas celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 30.2 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 65.9 percent of net new jobs created from 2000 to 2017; and

Whereas, small businesses employ 47.5 percent of the employees in the private sector in the United States; and

Whereas, 90% of consumers in the United States say Small Business Saturday has had a positive impact on their community; and

Whereas, 89% of consumers who are aware of Small Business Saturday said the day encourages them to Shop Small all year long; and

Whereas, 73% of consumers who reportedly Shopped Small at independently-owned retailers and restaurants on Small Business Saturday did so with friends or family; and

Whereas, the most reported reason for consumers aware of the day to shop and dine at small, independently-owned businesses was to support their community (64%); and

Whereas, Prairie Village, Kansas supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Mayor Laura Wassmer, Mayor of Prairie Village, Kansas do hereby proclaim, November 24, 2018, as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year

Mayor Laura Wassmer

City Clerk

Date



CITY OF PRAIRIE VILLAGE

Proclamation

Whereas, November 13, 2018 is known as World Kindness Day, in which the City of Prairie Village recognizes the value of simple acts of kindness performed without prompting or reason and how these acts can positively impact the performer, the recipient and onlooker of the good deed; and

Whereas, all citizens are encouraged to collectively act to reduce violence in our Kansas City Metropolitan Area by improving access to opportunities for success for more members of our community, search for long-term solutions and take action to reduce homicide, suicide and domestic violence rates; and

Whereas, we strive for the public at large to have empathy in this process - to bring hope where there is hopelessness and encourage community clergy members along with representatives from health, education, business, workforce development, quality housing, businesses, funders and other organizations to step up in a leadership capacity to take "ownership" for finding ways to reduce violence and provide hope and opportunity where it is presently lacking; and

Whereas, many people and organizations have been working to address this problem for decades and are encouraged to continue their work, including expanding initiatives that have met with some success and exploring innovative strategies and new approaches; and

Whereas, by expressing empathy, care and concern and reaching out to one another, regardless of social or economic status, education, race, gender, origin, religious belief, age, lifestyle or abilities, we extend an opportunity for grace, dignity and acceptance that might not otherwise be offered; and

Whereas, citizens are asked to participate in kind behavior at any time, in any place and for the unselfish purpose of spreading goodwill.

Now, therefore, I, Laura Wassmer, Mayor of the City of Prairie Village, do hereby proclaim November 13, 2018 as

WORLD KINDNESS DAY IN PRAIRIE VILLAGE, KANSAS

and urge the residents of Prairie Village and area communities to join us to recognize and perform acts of kindness.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 5th day of November, 2018.

Mayor Laura Wassmer



**PRAIRIE VILLAGE-MISSION HILLS COMBINED
THIRD QUARTER CRIME REPORT - 2018**

CRIME	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Homicide	0	0	1	0	0	0.20	-0.20
Rape	2	4	1	2	3	2.40	0.60
Robbery	3	1	0	4	0	1.60	-1.60
Assault	47	56	48	50	55	51.20	3.80
Burglary	37	38	42	35	38	38.00	0.00
Residence	29	35	38	31	30	32.60	-2.60
Business/Miscellaneous	8	3	4	4	8	5.40	2.60
Theft	163	141	149	145	238	167.20	70.80
Auto Theft	13	26	27	20	25	22.20	2.80
Arson	1	2	0	1	2	1.20	0.80
Forgery	11	13	7	19	12	12.40	-0.40
Fraud	30	101	65	34	0	46.00	-46.00
Criminal Damage	51	84	80	54	40	61.80	-21.80
Sexual Offenses	9	7	11	7	12	9.20	2.80
TOTAL	367	473	431	371	425	413.40	11.60

ACCIDENTS	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Fatal	0	0	1	0	1	0.40	0.60
Street - Injury	26	25	29	39	35	30.80	4.20
Street - Property + \$1,000*	191	207	264	230	211	220.60	-9.60
Street - Property - \$1,000*	31	45	32	45	28	36.20	-8.20
Private - Injury	1	1	4	1	3	2.00	1.00
Private - Property	49	53	47	49	44	48.40	-4.40
Walk-In - Property	26	19	16	16	24	20.20	3.80
TOTAL	324	350	393	380	346	358.60	-12.60

MENTAL HEALTH	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Suicide	1	2	3	1	3	2.00	1.00
Attempted Suicide	5	5	9	4	2	5.00	-3.00
Involuntary Committal	12	2	8	10	7	7.80	-0.80
Voluntary Committal	11	4	18	16	20	13.80	6.20
All Other Mental Health	60	70	97	73	99	79.80	19.20
TOTAL	89	83	135	104	131	108.40	22.60

TOTAL CALLS	5,902	6,653	6,374	6,420	7,554	6,580.60	973.40
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PRAIRIE VILLAGE THIRD QUARTER CRIME REPORT - 2018

CRIME	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Homicide	0	0	1	0	0	0.20	-0.20
Rape	2	4	1	2	3	2.40	0.60
Robbery	3	1	0	4	0	1.60	-1.60
Assault	45	52	46	46	52	48.20	3.80
Burglary	25	31	29	31	30	29.20	0.80
Residence	18	29	25	27	23	24.40	-1.40
Business/Miscellaneous	7	2	4	4	7	4.80	2.20
Theft	144	128	130	126	201	145.80	55.20
Auto Theft	10	24	19	17	18	17.60	0.40
Arson	0	1	0	1	2	0.80	1.20
Forgery	10	13	7	15	11	11.20	-0.20
Fraud	30	76	65	29	0	40.00	-40.00
Criminal Damage	40	72	68	44	36	52.00	-16.00
Sexual Offenses	9	7	11	7	12	9.20	2.80
TOTAL	318	409	377	322	365	358.20	6.80

ACCIDENTS	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Fatal	0	0	1	0	1	0.40	0.60
Street - Injury	26	22	27	37	32	28.80	3.20
Street - Property + \$1,000*	177	192	232	214	196	202.20	-6.20
Street - Property - \$1,000*	27	38	28	38	25	31.20	-6.20
Private - Injury	1	1	4	1	3	2.00	1.00
Private - Property	46	48	40	44	40	43.60	-3.60
Walk-In Property	22	19	13	15	21	18.00	3.00
TOTAL	299	320	345	349	318	326.20	-8.20

MENTAL HEALTH	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Suicide	1	2	3	1	1	1.60	-0.60
Attempted Suicide	5	5	9	4	2	5.00	-3.00
Involuntary Committal	12	1	8	9	7	7.40	-0.40
Voluntary Committal	11	4	17	16	19	13.40	5.60
All Other Mental Health	57	64	87	70	97	75.00	22.00
TOTAL	86	76	124	100	126	102.40	23.60

TOTAL CALLS	4,864	5,342	5,205	5,336	6,214	5,392.20	821.80
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MISSION HILLS THIRD QUARTER CRIME REPORT - 2018

CRIME	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	0	0	0	0	0	0.00	0.00
Assault	2	4	2	4	3	3.00	0.00
Burglary	12	7	13	4	8	8.80	-0.80
Residence	11	6	13	4	7	8.20	-1.20
Business/Miscellaneous	1	1	0	0	1	0.60	0.40
Theft	19	13	19	19	37	21.40	15.60
Auto Theft	3	2	8	3	7	4.60	2.40
Arson	1	1	0	0	0	0.40	-0.40
Forgery	1	0	0	4	1	1.20	-0.20
Fraud	0	25	0	5	0	6.00	-6.00
Criminal Damage	11	12	12	10	4	9.80	-5.80
Sexual Offenses	0	0	0	0	0	0.00	0.00
TOTAL	49	64	54	49	60	55.20	4.80

ACCIDENTS	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	0	3	2	2	3	2.00	1.00
Street - Property + \$1,000*	14	15	32	16	15	18.40	-3.40
Street - Property - \$1,000*	4	7	4	7	3	5.00	-2.00
Private - Injury	0	0	0	0	0	0.00	0.00
Private - Property	3	5	7	5	4	4.80	-0.80
Walk-In - Property	4	0	3	1	3	2.20	0.80
TOTAL	25	30	48	31	28	32.40	-4.40

MENTAL HEALTH	2014	2015	2016	2017	2018	AVERAGE	2018 +/- AVG
Suicide	0	0	0	0	2	0.40	1.60
Attempted Suicide	0	0	0	0	0	0.00	0.00
Involuntary Committal	0	1	0	1	0	0.40	-0.40
Voluntary Committal	0	0	1	0	1	0.40	0.60
All Other Mental Health	3	6	10	3	2	4.80	-2.80
TOTAL	3	7	11	4	5	6.00	-1.00

TOTAL CALLS	1,038	1,311	1,169	1,084	1,340	1,188.40	151.60
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THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: November 1, 2018

TO: Mayor Wassmer
City Council

FROM: Wes Jordan 

SUBJECT: NOVEMBER PLAN OF ACTION

The following projects will be initiated during the month of November:

- Environment/Recycle Committee Name Change - Alley (11/18)
- Annual Applications for Committees - Staff (11/18)
- Legislative Platform - Alley (11/18)
- Harmon Park Projects Presentation - Keith/Wes (11/18)
- Prairie Park Name Change - Alley (11/18)
- Ukrainian Journalist Visit - Alley/Staff (11/18)
- First Washington Annual Update - Jamie (11/18)
- Exterior Grant Update - Alley/Jamie (11/18)
- 2018 Employee Evaluations - Dept. Supervisors (11/18)
- Year-End Budget Expenditure Review - Lisa/Dept. Heads (11/18)
- 2019 JOCO Park Programming - Alley (11/18)
- Annual Contracts - Joyce (11/18)

In Progress

- Merriam Pool Closure/Super Pass Amendment - Alley (10/18)
- 2019 Salary Ranges - Amy/Wes (10/18)
- Hiring Processes - Alley/Wes (10/18)
 - City Clerk
 - Public Information Officer/Deputy City Clerk
- Mayor's Holiday Tree Lighting - Meghan (10/18)
- CID Annual Update - Jamie (10/18)
- RFQ/City Attorney Services - Alley/Wes (10/18)
- ATA Transit Stop/Meadowbrook - Keith/Wes (10/18)
- Paddock Court Delinquent Special Assessments Presentation - Jamie (10/18)
- Zoning Regulations and Website Updates for New Design Standards - Jamie (10/18)
- Automated Banking - Lisa (09/18)
- JOCO Park Update/Meadowbrook - Wes (09/18)

In Progress cont'd

- Campus Lighting - Keith/Wes (09/18)
- ADA Compliant Park Equipment - Keith/Melissa/Wes (09/18)
- Nondiscrimination Resolution - Staff (09/18)
- Nondiscrimination Ordinance - Mr. Poling/Staff (09/18)
- 67th Street Traffic Calming - Keith (08/18)
- Human Resource Center Support - Amy/Wes (08/18)
- New Statue Location/Foundation/Easement - Alley/Keith (07/18)
- Personnel Policy Update - Amy (07/18)
- Water Tower Update Agreement - Keith (07/18)
- Long Distance Renewal - Staff (05/18)
- City Attorney Appointment - Mayor/Wes (05/18)
- Park Reservations - For Profit Organizations - Alley/Park & Rec (04/18)
- Service Line Warranty Program Renewal - Jamie (03/18)
- Comprehensive Traffic Study - Keith/Melissa (03/18)
- Village Voice Format Update - Meghan (02/18)
- Meadowbrook Project Schedule - Katie/Jeff White/Lisa (01/18)
- Organization of City Records/Contracts - Joyce/Staff (01/18)
- Village Vision/Comp Plan Update - Chris/Jamie/Wes (11/17)
- Council Policy Website Update - Meghan/Joyce (11/17)
- Drone Ordinance - David Waters (10/17)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)

Completed

- Clerk's Office Transition Plan - Wes (09/18)
- Recycling Presentation - Alley (08/18)
- 2019 Health Insurance Presentation - Amy (10/18)
- Village Voice Articles - Staff (10/18)
- State of the Arts Event - Jamie/Staff (10/18)
- STO/UPOC - Jamie/Deanna/Prosecutor/PD (07/18)
- 2017 Annual Report - Meghan/Staff (02/18)

Tabled

- MARC Solar Initiative - Wes (05/15)
- Site Plan Audit/Reinspection - (05/15)
- Reinspection Process (Per Mayor) - Wes (09/15)
- Social Media Policy - (11/17)

**Council Members
Mark Your Calendars
November 5, 2018**

November, 2018 Mixed Media Exhibit in the R.G. Endres Gallery featuring Lana Cease and Eileen Flink

November 6 Election Day
November 9 Artist Reception in R.G. Endres Gallery
November 7 - 10 National League of Cities Conference - Los Angeles, California
November 12 Veteran's Day - City offices closed
November 17 Northeast Johnson County Chamber Gala
November 19 City Council Meeting
November 22 Thanksgiving - City offices closed
November 22 No trash services - pick-up delayed one day
November 23 Holiday - City offices closed
November 29 Mayor's Holiday Tree Lighting

December, 2018 Mixed Media Exhibit in the R.G. Endres Gallery featuring Robert Slotterback, Anne Nye and Trisha Reschly

December 2 PV Foundation Gingerbread House Event - Briarwood Elementary
December 3 City Council Meeting
December 14 Artist Reception in the R.G. Endres Gallery
December 17 City Council Meeting
December 25 Christmas Holiday - City offices closed
December 25 No trash services - pick-up delayed one day