

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, October 07, 2019  
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. **PRESENTATIONS**

National Arts and Humanities Month  
Sarah VanLanduyt

- VII. **PUBLIC PARTICIPATION**

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

- VIII. **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. Approval of regular City Council meeting minutes - September 16, 2019
- 2. Approval of Expenditure Ordinance #2982
- 3. Consider bid award for 2019 tree trimming program

- IX. **COMMITTEE REPORTS**

Planning Commission

PC2019-116: Renewal of Wireless Telecommunication Facility at  
7700 Mission Road - Ordinance #2409  
Jamie Robichaud

- X. **MAYOR'S REPORT**
- XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

XIII. **NEW BUSINESS**

COU2019-42 Consider approval of the renewal of the City's health, dental and vision insurance providers, as recommended by City staff  
Amy Hunt

COU2019-43 Consider revising Council Policy 217 - Arbor Day Honoree Nomination  
Sheila Myers

COU2019-45 Consider professional services agreement with Clark Enersen Partners for the Public Works building schematic design  
Keith Bredehoeft

XIV. **COUNCIL COMMITTEE OF THE WHOLE** (Council President presiding)

Glass recycling and food composting pilot program  
Jori Nelson

Village Voice redesign  
Ashley Freburg

XV. **EXECUTIVE SESSION**

XVI. **ANNOUNCEMENTS**

XVII. **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](mailto:cityclerk@pvkansas.com)

# CITY OF PRAIRIE VILLAGE

## PROCLAMATION

Whereas, the nation's 95,000 nonprofit arts organizations, the National Endowment for the Arts, the National Endowment for the Humanities, the nation's 4,500 local arts agencies, and the arts and humanities councils of the 50 states and the six U.S. jurisdictions have regularly issued official proclamations on an annual basis designating October as National Arts and Humanities Month;

Whereas, the arts and humanities embody much of the accumulated wisdom, intellect, and imagination of humankind;

Whereas, the arts and humanities enhance and enrich the lives of every American;

Whereas, the arts and humanities play a unique role in the lives of our families, our communities, and our country;

Whereas, according to Arts KC, the arts and humanities account for a quarter billion dollars in economic impact in the Kansas City region and account for over 4% of the business share in the region;

Whereas, according to Arts KC, Johnson County constitutes the largest arts and humanities spending per capita of any county in the region as well as the second largest share of arts and culture non-profit organizations of any county in the region;

Whereas, the humanities help diverse communities across the United States explore their history and culture with the support and partnership of the National Endowment for the Humanities, the 55 state and territorial humanities councils, and local educational and cultural institutions;

Whereas, the arts and culture industry also strengthens our economy by generating \$166.3 billion in total economic activity annually, \$26 billion in government revenue, and by supporting the full-time equivalent of 5 million jobs;

Therefore, I, Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby proclaim October as:

### NATIONAL ARTS AND HUMANITIES MONTH

In Prairie Village, and call upon our citizens to celebrate and promote the arts and culture in our nation and to specifically encourage the greater participation by those said citizens in taking action for the arts and humanities in their towns and cities.



\_\_\_\_\_  
Mayor Eric Mikkelson

\_\_\_\_\_  
City Clerk      9/16/19  
Date



**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
SEPTEMBER 16, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Monday, September 16, 2019, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ron Nelson, Tucker Poling, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Major Byron Roberson; Keith Bredehoeft, Public Works; Melissa Prenger, Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Alley Porter, Assistant City Administrator; Lisa Santa Maria, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**Mrs. Morehead made a motion to approve the agenda for September 16, 2019. Mrs. Schermoly seconded the motion, which passed 11-0.**

**INTRODUCTION OF STUDENTS & SCOUTS**

No students or scouts were in attendance.

**PRESENTATIONS**

- Commissioner Becky Fast gave a presentation sharing how tax funds are spent by the County. She also provided an update on programs and activities sponsored by the Board of County Commissioners, including progress on the construction of the new courthouse, the success of Meadowbrook Park, storm and wastewater management, jail improvements and property appraisals.
- Lee Kellenberger, Johnson County Stormwater Manager, gave a presentation on the County's stormwater management program strategic plan implementation. The plan includes the creation of watershed organizations and addresses funding for flooding issues, water quality improvements and system management.

Ms. Nelson asked about the 68<sup>th</sup> Street and Mission Road water-remediation project that was submitted for county funding but not approved. Mr. Kellenberger stated that the 2020 budget had already been established, but the project would be under





consideration for 2021. He explained that project selections were based on a cost and need-based scoring system, taking many factors into account, such as public safety, property damage, and water depth and speed.

Mr. Herring asked how areas outside of the county affected local watersheds. Mr. Kellenberger stated that water generally sheds out of Johnson County due to its geographically high location. The County does work with downstream neighbors to address flooding that originates locally.

### **PUBLIC PARTICIPATION**

- Kathy Jennings, 2422 W. 71<sup>st</sup> Terrace, thanked Chief Schwartzkopf and the Police Department for their help in locating her husband when he went missing in August.

### **CONSENT AGENDA**

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion:

1. Approval of regular City Council meeting minutes - September 3, 2019

**Mr. Gallagher made a motion to approve the consent agenda as presented.**

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

### **COMMITTEE REPORTS**

- Mrs. Myers reported that Wiese Research Group was selected to develop the civic center survey (subject to Council approval of the contract). Although \$50,000 was budgeted for the project, the total cost will be \$30,600, with the City contributing \$12,240.
- Mrs. Morehead noted that the second “Chamber in the Chambers” music series concert would take place on Friday, September 20, and the State of the Arts reception would be held on Friday, October 11.
- Mr. Herring stated the Parks and Recreation Committee met twice to discuss pool operations with the public.
- Ms. Nelson said that she had attended the Metro Kansas City Climate Action Coalition conference, which had over 700 attendees. She shared information from the meeting describing how environmental issues can be addressed at the local level.
- Mr. Poling added that he had also attended the climate conference, noting that it was very informative and that four members of the Environmental Committee were present.
- Mrs. Schermoly reported that the JazzFest event was successful and well attended.



## **MAYOR'S REPORT**

Mayor Mikkelson reported the following:

- The Mayor thanked those who made JazzFest a success, adding that it was one of the most highly attended in the 10-year history of the event.
- The Mayor stated that he had attended two community-visioning sessions to discuss the updated strategic plan, known as Village Vision 2.0. He added that an online survey was also available for residents through the end of September.
- The Lancer Day parade and pep rally took place on Thursday, September 12.
- The Mayor attended the annual NAACP Freedom Fund banquet with Chief Schwartzkopf and Police Department command staff on September 8.
- A public discussion of proposed changes to the City's zoning regulations will be held on September 17.
- An event to celebrate the addition of water lines to historic Highland Cemetery will be held on September 18.
- A public meeting to discuss ideas for a new skate park will be held on September 19 at the Meadowbrook Clubhouse.
- The 35<sup>th</sup> annual Peanut Butter Week will take place the week of September 30 - October 4. The food drive is sponsored by Harvesters, a regional organization that assists hungry families.
- The Mayor met with David Warm, Executive Director of the Mid-America Regional Council (MARC), to discuss the City's participation in regional projects. He added that Sheila Myers had been elected to fill a vacancy on the MARC Solid Waste Committee.
- The Mayor attended the Shawnee Mission School District's annual Foundation breakfast with other Councilmembers and Staff on September 5.

## **STAFF REPORTS**

### **Public Safety**

- Chief Schwartzkopf thanked Mrs. Jennings for sharing her story during Public Participation. He stated that National Coffee with a Cop day would take place on October 2 at Starbucks in the Village Shops. Additionally, the Citizens Academy would begin on September 18.

### **Public Works**

- Keith Bredehoeft stated that the Roe Avenue road reconstruction project was progressing and would be completed in a few weeks. The Delmar-Fontana project was also nearing completion, and Somerset Drive should reopen in October. Several wooden logs in the playground area at Weltner Park were replaced due to poor condition. The replacement logs are made of concrete and should last longer.

Mr. Herring noted that a historic tree stump located at Bennett Park would soon have a sign describing its history, due to the efforts of the Tree Board and Parks and Recreation Committee.



Mr. Nelson thanked Mr. Bredehoeft for the forthcoming installation of a bench along the Tomahawk Creek trail.

### **Administration**

- Lisa Santa Maria said that she had spoken to Amy Kramer from the Kansas Department of Revenue about countywide use sales tax refund costs. The refund for the use tax will cost the City \$20,000 in October, and another \$44,000 is anticipated in November.
- Wes Jordan stated he attended a regular quarterly meeting with CBIZ, the City's health, dental and vision insurance broker. The approved 2020 budget projected a 12.5% increase in health insurance costs, but staff was told at the meeting that there would actually not be an increase, which amounts to approximately \$170,000 in savings. Insurance renewals will be brought before Council at its October 7 meeting.

Mr. Jordan added that a date for the Wassmer Park opening celebration would be determined soon, and will likely take place in late October.

### **OLD BUSINESS**

There was no old business to come before the Council.

### **NEW BUSINESS**

#### **Legislative roundtable discussion**

Mayor Mikkelson stated that the City meets with its area legislators in preparation of each legislative session, and that several had expressed interest in holding a "city issues" roundtable to discuss topics such as local control and property tax concerns. Related to that, he suggested that a Councilmember could serve as a legislative liaison to work with staff during the session to implement legislative priorities.

Ms. Nelson said that she supported the idea, and asked Council to consider giving the City's legislative platform to legislators earlier in the year to make it easier for them to pre-file bills that could help the City. Mr. Poling added that the City's platform does not always match the platforms of surrounding cities or the League of Kansas Municipalities, so it would be valuable to speak to legislators directly. Mr. Gallagher suggested the Council President could serve in the liaison role.

**Mrs. Morehead made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Gallagher and passed 11-0.**



## **COUNCIL COMMITTEE OF THE WHOLE**

### **Discuss website redesign**

Ashley Freburg stated that Granicus currently provides website management and hosting services for the City. Content is created in-house using Granicus's content management system. Every five years, the website qualifies for a redesign to improve functionality and incorporate new technology. The cost of the redesign was included in the 2020 budget, but work will begin in late 2019.

Adam Isern of Granicus gave a presentation on potential website redesign options, noting that Granicus is the largest government software provider in the world. One focus of the redesign will be accessibility features to make the site easier to navigate. Mr. Gallagher asked if a mobile app of the website would be developed to function better on mobile devices. Mr. Isern stated that although an app would not be created, the website would be designed to work well on mobile devices. Mr. Herring asked that the mobile design contain some aesthetic features rather than just a utilitarian series of buttons.

**Mr. Odell made a motion to authorize staff to move forward with a contract with Granicus for website redesign services. The motion was seconded by Mr. Poling and passed 11-0.**

### **Discuss conceptual layout options and estimated costs for building reconstruction at the Public Works facility**

Melissa Prenger stated that in March 2019, staff was directed by Council to develop a design concept and determine the cost of reconstruction at the Public Works facility. Four concepts were created, and the cost of each had been shared with the Finance Committee. Ms. Prenger stated concept #3, at a cost of \$9,610,000 was the preferred option for budgeting purposes. This plan would include the demolition of Buildings A, B, and the dirt barn, as well as the construction of a new building with a separate wash bay. Additionally, five staff members from the Building Inspector's Office would relocate from City Hall.

Ms. Prenger introduced Rick Wise of Clark Enersen Partners, who provided information on the various levels of LEED certification for resource-efficient buildings. Costs range from approximately \$40,000 for basic certification to \$800,000 for platinum certification. Elements affecting cost include energy-metering, installation of solar arrays, geothermal heating and cooling, and enhanced sustainability strategies.

Mr. Runion asked if the City could lease solar power systems; Ms. Prenger stated that MC Power, the company selected to install solar panels at Wassmer Park, provided Public Works the cost for both purchased and leased systems. In a lease arrangement, MC Power would maintain the equipment. It is unclear whether leasing would provide a cost savings to the City, as it would be dependent on what is charged for the energy produced. Mayor Mikkelson stated it would be easier to determine the sustainability value if an estimate



could be made of the amount that would be saved for each level of certification. Mr. Wise stated that the design team would make that determination as the project moves forward.

Ms. Nelson and Mr. Poling were in support of spending funds to make the new building as sustainable as possible. Mrs. McFadden stated that she preferred to obtain the LEED Gold standard rather than LEED Platinum, and suggested looking into “LEED Cities” certification. Mrs. Schermoly asked where existing Public Works equipment and materials would be stored during construction. Ms. Prenger said that a 25% to 35% contingency fund had been included in the cost estimates, which incorporated the use of trailers at the site for staff. Mr. Odell added that there were few examples of LEED Platinum buildings in the Kansas City region because certification is difficult to achieve.

Ms. Prenger stated that the project would be paid via bond financing. The City currently has an annual debt service of \$1.3 million dollars, which will be retired in 2023. Once this happens, the City would have the capacity to take on the same annual debt payment and have no impact on the current budget.

**Mr. Poling made a motion to authorize staff to move forward with the implementation of building project option #3 for the Public Works facility, with the goal of LEED Platinum certification. The motion was seconded by Ms. Nelson and passed 10-1, with Mrs. Morehead in opposition.**

#### **New Business**

There was no new business to come before the Council Committee of the Whole.

**Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. Mr. Poling seconded the motion, which passed 11-0.**

#### **ANNOUNCEMENTS**

Announcements were included in the Council packet.

#### **ADJOURNMENT**

With no further business to come before the City Council, Mayor Mikkelson declared the meeting adjourned at 9:28 p.m.

Adam Geffert  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

September 16, 2019

**Copy of Ordinance**  
2982

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.

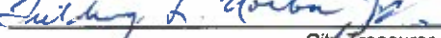
NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
20087-20179	8/9/2019	333,284.48	
20180	8/16/2019	371.34	
20181-20268	8/23/2019	267,729.04	
20269	8/30/2019	1,178.48	
Payroll Expenditures			
8/2/2019		340,710.14	
8/16/2019		338,765.19	
8/30/2019		328,966.46	
Electronic Payments			
Electronic Pmnts			
	8/1/2019	167.92	
	8/2/2019	4,657.64	
	8/6/2019	1,265,178.75	
	8/8/2019	27,714.68	
	8/9/2019	4,733.36	
	8/13/2019	109.42	
	8/14/2019	2,853.37	
	8/20/2019	4,657.64	
	8/22/2019	890.17	
	8/30/2019	29,039.75	
<b>TOTAL EXPENDITURES:</b>			2,951,007.83
Voided Checks	Check #	( Amount )	
Kansas State Treasurer	20086	(1,265,178.75)	
Aqua Products KC	20090	(205.73)	
Coleman Equipment Inc	20102	(205.74)	
<b>TOTAL VOIDED CHECKS:</b>			(1,265,590.22)
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,685,417.61</b>

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

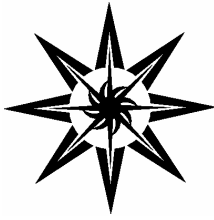
Passed this 16th day of September 2019.

Signed or Approved this 16th day of September 2019.

(SEAL)

ATTEST:   
City Treasurer

ATTEST:  9-13-19  
Finance Director



## PUBLIC WORKS DEPARTMENT

Council Consent Agenda Date: October 7, 2019

### Consider Bid Award for 2019 Tree Trimming Program

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#### RECOMMENDATION

Staff recommends the City Council approve the award of a bid to Smith Brothers Tree Service for \$79,577.50 for trimming trees in City right-of-way.

#### BACKGROUND

This bid is the annual tree trimming of trees in the City right-of-way. There were three areas bid and a map is attached delineating the three areas for trimming this year. All the trees will be trimmed to remove any dead wood larger than 2-inches over the right-of-way, remove limbs interfering with sight line to traffic signals and street signs, and with a cone under the street lights.

Smith Brothers Tree Service is a new contractor for the City. They have done similar work for the City of Overland Park as well as Westwood and we received positive reference checks from both cities.

Three bids were received and opened on September 27, 2019, by the City Clerk. The bid tab is:

<b>Bidder</b>	<b>Total</b>	<b>Area 64</b>	<b>Area 11</b>	<b>Area 12</b>
Smith Brothers	<b>\$ 79,577.50</b>	\$28,217.00	\$30,232.50	\$21,128.00
Arbor Masters	<b>\$ 91,594.00</b>	\$33,292.00	\$34,286.00	\$24,016.00
Kansas City Tree	<b>\$ 79,850.00</b>	\$22,750.00	\$24,600.00	\$32,500.00

#### FUNDING SOURCE

Funds are available and were budgeted for tree trimming in the 2019 Public Works Operating Budget.

#### ATTACHMENTS

Construction Agreement for Tree Trimming  
Tree Trimming Area Map

#### PREPARED BY

Keith Bredehoeft, Director of Public Works

October 2, 2019

**CONSTRUCTION AGREEMENT**

**for**

**2019 TREE TRIMMING**

**BETWEEN**

**CITY OF PRAIRIE VILLAGE, KS**

**AND**

**SMITH BROTHERS TREE SERVICE**



**CONSTRUCTION CONTRACT  
FOR  
2019 TREE TRIMMING**

**BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
AND  
SMITH BROTHERS LAWN AND TREE LLC**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Prairie Village, Kansas, hereinafter termed the “**City**”, and Smith Brothers Lawn and Tree LLC, hereinafter termed in this agreement, “**Contractor**”, for the construction and completion of Project 2019 Tree Trimming , (the “**Project**”) designated, described and required by the Project Manual and Bid Proposal, to wit:

**WITNESSETH:**

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

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

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

**WHEREAS**, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

**WHEREAS**, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City’s agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

**ADVERSE WEATHER** shall have the meaning set forth in Section 9.3 hereof.

**APPLICATION FOR PAYMENT** shall mean a written request for compensation for Work performed on forms approved by the City.

**BID** shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

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

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

**BIDDER** shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

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

**CERTIFICATE FOR PAYMENT** shall mean written certification from the Field Superintendent stating that to the best of the Field Superintendent's knowledge, information and belief, and on the basis of the Field Superintendent's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

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

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

**CONTRACT** or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Field Superintendent) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have

bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

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

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

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

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

**FIELD ORDER** shall mean a written order issued by the Field Superintendent that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

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

**GENERAL CONDITIONS** shall mean the provisions in the document titled "General Conditions - General Construction Provisions" attached hereto and incorporation herein by reference.

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

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

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

**PLANS** shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

**PROJECT** shall mean the Project identified in the first paragraph hereof.

**FIELD SUPERINTENDENT** shall mean the person appointed by the Public Works Director for this Contract.

**PROJECT MANUAL** shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

**PROJECT SEGMENTS** shall have the meaning set forth in Section 7.1 hereof.

**PUBLIC WORKS DIRECTOR** shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

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

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

**SPECIAL CONDITIONS** shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

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

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

**TOTAL COMPLETION** shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

**TOTAL PROJECT WORK** shall have the meaning set forth in Section 7.1 hereof.

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

**UNUSUALLY SEVERE WEATHER** shall have the meaning set forth in Section 9.4 hereof.

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

**WORK SCHEDULE** shall have the meaning set forth in Section 7.2 hereof.

- 1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.
- 1.3 Whenever in these Contract Documents the words “as ordered,” “as directed,” “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Field Superintendent is intended.
- 1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
- 1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Field Superintendent.
- 1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

## **2. ENTIRE AGREEMENT:**

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

## **3. INTENT AND INTERPRETATION**

- 3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

- 3.2 All time limits stated in the Contract Documents are of the essence of the Contract.
- 3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Field Superintendent of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Field Superintendent of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.
- 3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.
- 3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.
- 3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.
- 3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.
- 3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Field Superintendent before proceeding with the construction affected by such omissions or discrepancies.
- 3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

- 3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.
- 3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.
- 3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.
- 3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

#### 4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

#### 5. WORK SUPERINTENDENT

- 5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.
- 5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.
- 5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Field Superintendent daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Field Superintendent's representative is able to monitor properly the Work.

## 6. FIELD SUPERINTENDENT

6.1 It is mutually agreed by and between the parties to this Agreement that the Field Superintendent shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Field Superintendent shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Field Superintendent shall determine, where applicable, questions in relation to said Work and the construction thereof; that Field Superintendent shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Field Superintendent's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Field Superintendent render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Field Superintendent and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Field Superintendent, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Field Superintendent as set forth in this Contract. The Field Superintendent shall be the City's representative from the effective date of this Contract until final payment has been made. The Field Superintendent shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Field Superintendent may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Field Superintendent.

6.5 The Field Superintendent shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Field Superintendent shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.



- 6.6 The Field Superintendent will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Field Superintendent's recommendation of any payment requested in an Application for Payment will constitute a representation by Field Superintendent to City, based on Field Superintendent's on-site observations of the Work in progress as an experienced and qualified design professional and on Field Superintendent's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Field Superintendent's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Field Superintendent will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Field Superintendent in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.
- 6.7 The Field Superintendent may refuse to recommend the whole or any part of any payment if, in Field Superintendent's opinion, it would be incorrect to make such representations to City. Field Superintendent may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Field Superintendent's opinion to protect the City from loss because:
- The Work is defective, or completed Work has been damaged requiring correction or replacement,
  - The Contract Price has been reduced by Written Amendment or Change Order,
  - The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.
- 6.8 The City may refuse to make payment of the full amount recommended by the Field Superintendent because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Field Superintendent) stating the reasons for such action.
- 6.9 The Field Superintendent will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Field Superintendent deems it necessary or advisable, the Field Superintendent shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.
- 6.10 The Field Superintendent will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

- 6.11 The Field Superintendent shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.
- 6.12 The Field Superintendent, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Field Superintendent will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.
- 6.13 The Field Superintendent's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.
- 6.14 The Field Superintendent will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Field Superintendent will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.
- 6.15 Any plan or method of work suggested by the Field Superintendent, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Field Superintendent and the City will assume no responsibility therefore.
- 6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Field Superintendent, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Field Superintendent, or by the resident representatives for proper observation and examination of the Work and all parts thereof.
- 6.17 The Contractor shall comply with any interpretation of the Project Manual by the Field Superintendent, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Field Superintendent, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.
- 6.18 Resident representatives, observers, and other properly authorized representatives of the City or Field Superintendent shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.

6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

## 7. WORK SCHEDULE:

7.1 The Work is comprised of one large project (sometimes referred to as “**Total Project Work**”) and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as “**Project Segments.**” A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.

7.2 At the time of execution of this Contract, the Contractor shall furnish the Field Superintendent with a schedule (“**Work Schedule**”) setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action. Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.

7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.

7.6 If at any time, in the opinion of the Field Superintendent or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.

7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.

7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facie Violation of City Municipal Code 11-202.

7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day and Thanksgiving) without the express written approval of the City Field Superintendent. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Field Superintendent.

7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if

the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

- 7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Field Superintendent. The Contractor shall communicate immediately any changes in the Work Schedule to the Field Superintendent for approval by the City.

## 8. DELAYS AND EXTENSIONS OF TIME

- 8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

- 8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Field Superintendent shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Field Superintendent in writing within one (1) week from the time when any such alleged cause for delay shall occur.

## 9. ADVERSE WEATHER:

- 9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.
- 9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Field Superintendent, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.
- 9.3 “**Adverse Weather**” is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor’s scheduled workday.
- 9.4 “**Unusually Severe Weather**” is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.
- 9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

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

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

- 9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.
- 9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be calculated chronologically from the first to the last day of each month, and be recorded as full workdays.
- 9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.
- 9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.
- 9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.
- 9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.
- 9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.

- 9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Field Superintendent by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.
- 9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Field Superintendent within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.
- 9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)
- 9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

## **10. LIQUIDATED DAMAGES**

- 10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.
- 10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

## **11. PAYMENT PROCEDURE**

- 11.1 Based upon Applications for Payment submitted to the Field Superintendent by the Contractor and Certificates for Payment issued by the Field Superintendent, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.
- 11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

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

- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

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

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

## 12. COMPLETION AND FINAL PAYMENT

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

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

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Field Superintendent's execution of a final Certificate for Payment.



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

### 13. CLAIMS BY THE CONTRACTOR

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

13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Field Superintendent and the Contractor.

13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Field Superintendent may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).

- 13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Field Superintendent may request an adjustment of the unit price to be paid for the item or items.
- 13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.
- 13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.
- 13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.
- 13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Field Superintendent shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense, which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.
- 13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.
- 13.12 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total

Contract may be required to be performed beyond the boundaries of the designated work areas

#### **14. CHANGES IN THE WORK**

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

Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## 15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor's limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits -

General Aggregate:	\$2,000,000
Products / Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Policy MUST include the following conditions:

- A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)
- B. NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) -

Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:

NAME CITY OF PRAIRIE VILLAGE AS "ADDITIONAL INSURED"

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits -

Each Occurrence	\$1,000,000
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General Aggregate \$1,000,000

- 15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- 15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;  
Carries a Best's policy holder rating of A- or better; and  
Carries at least a Class VIII financial rating, or  
Is a company mutually agreed upon by the City and Contractor.

- 15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

- A. Cover all subcontractor's in its insurance policies, or
- B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

- 15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

- 15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

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

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

## 16. INDEMNITY

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

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

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

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

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

## 17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In

- case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.
- 17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.
- 17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.
- 17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.
- 17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
- 17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.
- 17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

**18. NON-DISCRIMINATION LAWS****18.1 The Contractor agrees that:**

- A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.
- D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
- E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.
- G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

**18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.**



**19. FEDERAL LOBBYING ACTIVITIES [THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]**

- 19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.
- 19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.
- 19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

**20. RELATIONS WITH OTHER CONTRACTORS:**

- 20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.
- 20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.
- 20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.
- 20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.
- 20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

**21. RIGHT OF CITY TO TERMINATE**

- 21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Field Superintendent or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.
- 21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

**22. MISCELLANEOUS:**

- 22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.
- 22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.
- 22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall

- provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.
- 22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Field Superintendent and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.
- 22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.
- 22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.
- 22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.
- 22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
- 22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

- 22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.
- 22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.
- 22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.
- 22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.
- 22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- 22.15 No action or failure to act by the City, Field Superintendent or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.
- 22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

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

CITY OF PRAIRIE VILLAGE

Smith Brothers Lawn & Tree LLC  
(typed company name)

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

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

Eric Mikkelson

Edward Lewis  
(typed name)

Mayor

Consulting Arborist  
(typed title)

City of Prairie Village

Smith Brothers Tree Service  
(typed company name)

7700 Mission Road

5514 Norwood Rd  
(typed address)

Prairie Village, Kansas 66208

Fairway, KS 66205  
(typed city, state, zip)

\_\_\_\_\_

913-912-7448  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

\_\_\_\_\_  
(date of execution)

SEAL

ATTEST:

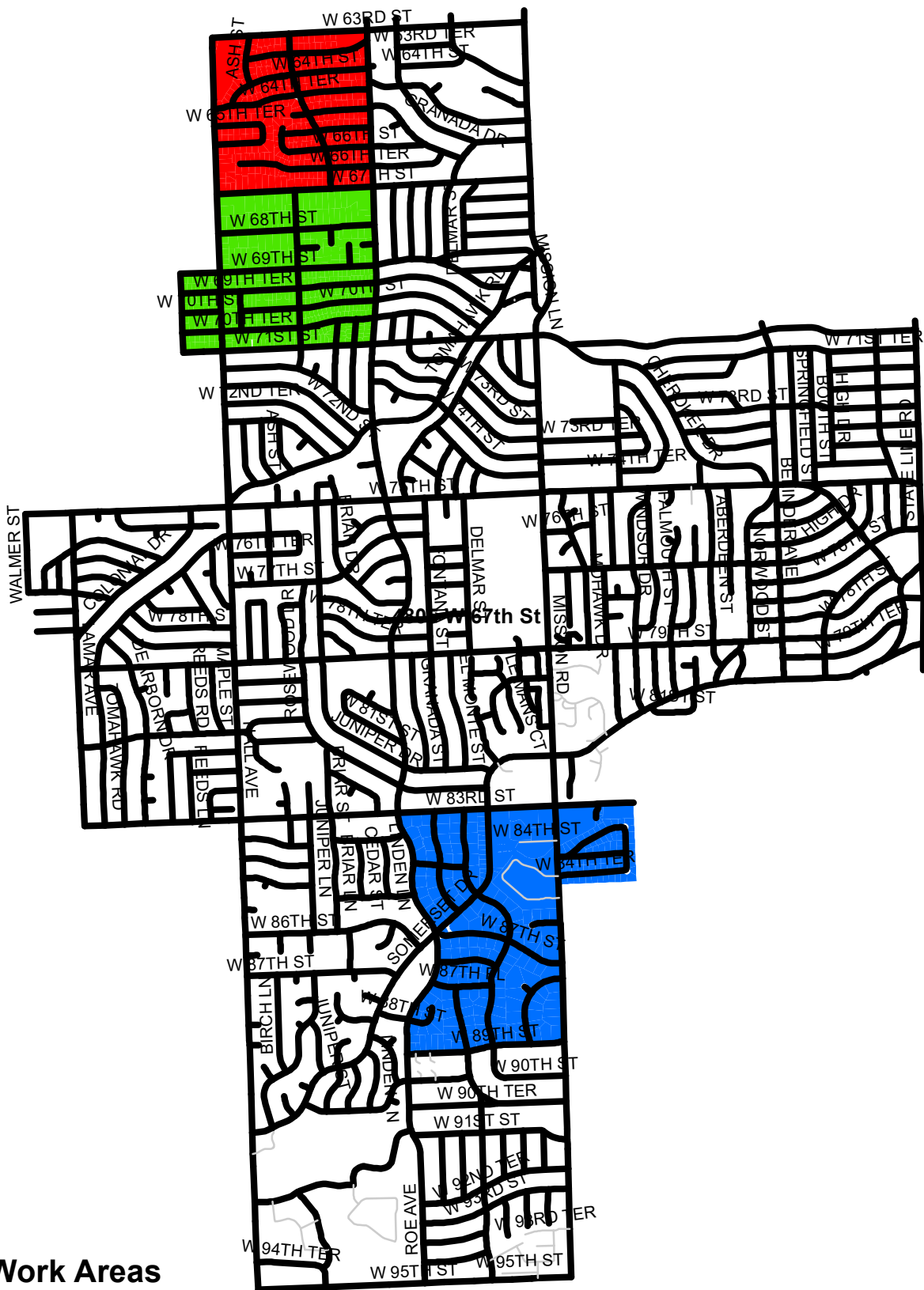
APPROVED BY:

\_\_\_\_\_  
City Clerk, Adam Geffert

\_\_\_\_\_  
City Attorney, David Waters

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

# 2019 Tree Trimming Areas



## 2019 Work Areas

-  Area\_11
-  Area\_12
-  Area\_64



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

August 28, 2019



## PLANNING COMMISSION

Planning Commission Meeting Date: September 10, 2019  
Council Meeting Date: October 7, 2019

### PC 2019-116: Renewal of Wireless Telecommunication Facility at 7700 Mission Road

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#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission unanimously recommends approval of the Special Use Permit for the Wireless Telecommunication Facility at 7700 Mission Road.

#### BACKGROUND

The Planning Commission held a public hearing on September 10, 2019 and voted unanimously to recommend approval to the City Council to renew the Special Use Permit for Sprint Spectrum on the city-owned cell tower at 7700 Mission Road. The original special use permit was approved in 1997, and subsequent permits for renewal and additional carriers were approved in 2000, 2001, 2004, 2006, 2009, and 2017. The original Special Use Permit was held by Sprint, which was later renewed in 2009 for a period of 10 years and is due for renewal in 2019.

The Planning Commission recommended approval of the permit, subject to the following conditions:

1. The renewal of the Special Use Permit shall be for a maximum of ten years. At the end of the ten-year period, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and City Council that a need still exists for the antennas and that all the conditions of approval have been met.
2. All equipment cabinets and wiring shall be contained within the existing walled area.
3. The antennas and the frame for mounting them shall be painted a color that blends with the other antennas and the tower so visibility is minimized.
4. If the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If a special use permit becomes null and void, the applicant shall remove the antennas, equipment cabinets and all other appurtenances and shall restore the site to its original condition.
5. The applicant shall comply with all state and federal regulations.
6. The applicant shall have a structural inspection of the antennas performed by a licensed professional engineer prior to every ten-year renewal and submit it as part of the renewal application.
7. The plans for any changes to the antenna connections shall be prepared and sealed by a structural engineer licensed in the State of Kansas with construction observation provided by a design engineer that is not an employee of the tower's owner.
8. The Compound Plan submitted as part of the original application, and the Site Plan dated July 23, 2018 documenting current conditions and submitted as part of this renewal application shall be incorporated as part of the approval of this application.



9. The coax line installed on the tower either shall be inside the monopole or enclosed in an encasement that is painted the same color as the tower.
10. The applicant shall comply with all terms of its lease agreement with the City. Termination of the lease agreement will be cause to terminate the Special Use Permit.
11. If the existing tower or the overall Special Use Permit for the existing tower is amended in any way to accommodate structural changes for new equipment or a different capacity for this tower, or a new tower is constructed, the applicant shall comply with all design conditions in place at that time or which may be conditions of the new construction.

#### **OPTIONS FOR CONSIDERATION**

The zoning regulations state that the Planning Commission makes a recommendation to the City Council on special use permits. The City Council has the following options when making a final decision:

1. Approve the Planning Commission recommendation by a majority vote (including the conditions outlined above).
2. Return the application to the Planning Commission with direction to reconsider specific actions, either by a majority vote or by failure to approve or override the Planning Commission recommendation.
3. Override or modify the Planning Commission recommendation by at least a 2/3 vote of the membership of the governing body.

#### **ATTACHMENTS**

1. Ordinance 2409 - Granting approval of renewing the Special Use Permit
2. City Planner Staff Report to Planning Commission
3. September 10, 2019 Planning Commission Minutes
4. Sprint Special Use Permit Application

#### **PREPARED BY**

Jamie Robichaud  
Deputy City Administrator  
Date: October 2, 2019

## ORDINANCE NO. 2409

### AN ORDINANCE APPROVING THE RENEWAL OF A SPECIAL USE PERMIT FOR THE WIRELESS TELECOMMUNICATION FACILITY LOCATED AT 7700 MISSION ROAD IN PRAIRIE VILLAGE, KANSAS

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

**Section I. Planning Commission Recommendation.** At its regular meeting on September 10, 2019, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the City Council approve the renewal of the Special Use Permit for a wireless telecommunications facility at 7700 Mission Road subject to the following conditions:

1. The renewal of the Special Use Permit shall be for a maximum of ten years. At the end of the ten-year period, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and City Council that a need still exists for the antennas and that all the conditions of approval have been met.
2. All equipment cabinets and wiring shall be contained within the existing walled area.
3. The antennas and the frame for mounting them shall be painted a color that blends with the other antennas and the tower so visibility is minimized.
4. If the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If a special use permit becomes null and void, the applicant shall remove the antennas, equipment cabinets and all other appurtenances and shall restore the site to its original condition.
5. The applicant shall comply with all state and federal regulations.
6. The applicant shall have a structural inspection of the antennas performed by a licensed professional engineer prior to every ten-year renewal and submit it as part of the renewal application.
7. The plans for any changes to the antenna connections shall be prepared and sealed by a structural engineer licensed in the State of Kansas with construction observation provided by a design engineer that is not an employee of the tower's owner.
8. The Compound Plan submitted as part of the original application, and the Site Plan dated July 23, 2018 documenting current conditions and submitted as part of this renewal application shall be incorporated as part of the approval of this application.
9. The coax line installed on the tower either shall be inside the monopole or enclosed in an encasement that is painted the same color as the tower.
10. The applicant shall comply with all terms of its lease agreement with the City. Termination of the lease agreement will be cause to terminate the Special Use Permit.

11. If the existing tower or the overall Special Use Permit for the existing tower is amended in any way to accommodate structural changes for new equipment or a different capacity for this tower, or a new tower is constructed, the applicant shall comply with all design conditions in place at that time or which may be conditions of the new construction.

**Section II. Findings of the Governing Body.** At its meeting on October 7, 2019, the Governing Body adopted by specific reference the findings of fact as contained in the Minutes of the Planning Commission Meeting of September 10, 2019, and the recommendations of the Planning Commission, including conditions, and approved the amendment to the Special Use Permit as docketed PC2019-116.

**Section III. Granting of Special Use Permit.** Be it therefore ordained that the City of Prairie Village renew the Special Use Permit for a wireless telecommunications facility for Sprint Spectrum located at 7700 Mission Road, Prairie Village, Kansas subject to the specific conditions listed above.

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

**PASSED AND ADOPTED THIS 7<sup>th</sup> DAY OF OCTOBER, 2019.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
Eric Mikkelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Adam Geffert, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Waters, City Attorney

# STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Chris Brewster, Gould Evans, Planning Consultant  
**DATE:** September 11, 2019

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**Application:** PC 2019-116

**Request:** Renewal of SUP for Wireless Telecommunication Facility

**Action:** *A Special Use Permit requires the Planning Commission to evaluate facts and weigh evidence, and based on balancing the factors and criteria in the zoning ordinance, make a recommendation to the City Council.*

**Property Address:** 7700 Mission Road

**Applicant:** Ann Kooyman, KGPCo, for Sprint Spectrum

**Current Zoning and Land Use:** R1-A Single Family – Municipal Office Complex

**Surrounding Zoning and Land Use:** **North:** R-1A Single-Family District – SM East High School  
**East:** R-1A Single-Family District – Single Family Dwellings  
**South:** R-1A Single-Family District – Church  
**West:** R-1A Single-Family District – Park & Single Family Dwellings

**Legal Description:** Prairie Village Municipal Office Complex Tract 1 LYG within (abbreviated) SD PVC 567D 1 BTAO 2935 0

**Property Area:** Cell Tower Compound – approximately 3,200 sq. ft., 0.07 acres  
Municipal Office Complex – 16.75 acres

**Related Case Files:** PC 2018-117 Revised Site Plan to Replace 3 Antenna (SSC,Sprint)  
PC 2016-07 Renewal of Special Use Permit for Monopole, SSC  
PC 2016-111 Site Plan Approval for Black & Veatch (AT&T)  
PC 2015-114 Site Plan Approval for Verizon Wireless  
PC 2014-111 Site Plan Approval for Sprint  
PC 2014-108 Site Plan Approval for Verizon Wireless  
PC 2014-107 Site Plan Approval for AT&T  
PC 2011-114 Site Plan Approval for AT&T  
PC 2009-17 Special Use Permit Renewal for Sprint  
PC 2006-19 Special Use Permit Renewal for Cingular Wireless  
PC 2005-115 Final Plat Municipal Office Complex  
PC 2004-09 Special Use Permit for Sprint  
PC 2001-05 Special Use Permit for AT&T  
PC 2000-05 Special Use Permit for General Dynamics for Metricom  
PC 1997-04 Special Use Permit to Replace Tower

**Attachments:** Application, Drawings & Photos

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**General Location – Map**



**General Location – Aerial**





Site – Aerial



Site – Birdseye





*Street View – Looking southwest on Mission Road*



*Street View – Looking southwest on Mission Road*

**COMMENTS:**

This is a request to renew the Special Use Permit for the installation of antennas and equipment on City Hall property at 7700 Mission Road, for KGPCo on behalf of Sprint Spectrum. The original application for this tower was approved in 1997. Subsequent Special Use Permits for either renewal of the tower SUP or the addition of other carries were approved in 2000, 2001, 2004, 2006, 2009, and 2017. The original SUP for the tower is held by Sprint and was last renewed in 2009 for a period of 10 years, and is the subject of this application.

AT&T also has a SUP for its equipment on the tower, initiated in 2006 and renewed by the Planning Commission in 2016/17. Recent approvals (site plans and SUP renewals) have been coordinated with several lease agreements that had separate renewal dates, with lease discussions occurring between 2016 and 2018. The lease renewals in part included reconciling tower capacity concerns for the tower that became evident in 2016. Additionally, Sprint modified this tower in September of 2018. The Planning Commission approved a site plan for the exchange of antenna, which was supported with a structural analysis as required by the amended SUPs and lease agreements. (Plans and information for that application are included in this packet as a reflection of the current condition of the tower and site.)

Notice of this hearing was mailed to surrounding property owners, and the applicant held a neighborhood meeting on August 20, 2019, in accordance with the Citizen Participation Policy. Information submitted by the applicant indicate that no one attended this meeting.

**APPLICATION INFORMATION:**

Staff has reviewed the renewal application based on the City's ordinance for Wireless Communication Facilities and has the following comments regarding the information submitted. The required application information is shown in bold type.

- A. A study comparing potential sites within an approximate one mile radius of the proposed application area. The study shall include the location and capacity of existing towers, alternative tower sites, a discussion of the ability or inability of each site to host the proposed communications facility and reasons why certain of these sites were excluded from consideration. The study must show what other sites are available and why the proposed location was selected over the others. It must also establish the need for the proposed facility and include a map showing the service area of the proposed facility as well as other alternative tower site and antennas.**

**If the use of exiting towers, alternative tower structures, and sites are unavailable, a reason or reasons specifying why they are unavailable needs to be set out and may include one or more of the following: refusal by current tower or site owner; topographical limitations; adjacent impediments blocking transmission; site limitations to tower or facility or tower; no space on existing facility or tower; other limiting factors rendering existing facilities or towers unusable. The documentation submitted must use technological and written evidence, that these sites are inadequate to fulfill the grid needs of the wireless service provider, or that a reasonable co-location lease agreement could not be reached with the owners of said alternative sites.**

**The applicant shall submit an overall plan that shows the coverage gaps in service or lack of network capacity throughout the entire City and provide an indication of future needed/proposed wireless communication facilities, towers, and/or antenna.**

**The applicant shall demonstrate how the proposed communication facility, will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.**

**The study shall demonstrate how the proposed communication facility, will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.**

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The study shall also provide documentation establishing the minimum height necessary to provide the applicant's services and the height required to provide for co-location. The study shall include coverage maps for the proposed monopole at the requested height and at ten feet descending intervals to 50 feet.

The Planning Commission or Governing Body at its discretion may require a third party analysis, at the applicant's expense, to confirm the need for the facility.

The applicant shall be responsible to provide timely updates of the above described study and information during the Special Use Permit process.

Since this is the renewal of an existing installation, the City has not required a study of alternative locations within a one-mile radius. The applicant has indicated that this installation is an important location in servicing their customers, the City has required co-location of other providers, and all providers have upgraded and modified the facilities throughout previous renewal periods to provide better services.

**B. Multiple photo simulations of the proposed facility as viewed from the adjacent residential properties and public rights of way as directed by City Staff.**

Since this is an existing installation and no new equipment is proposed, photo simulations are not required. Staff has submitted photos of the actual installation.

**C. When possible, all wireless communication towers and alternative tower structures must be designed to accommodate multiple providers (co-location), unless after consideration of the recommendation of the Planning Commission, the City Council finds that the height or other factors required to make such an accommodation will have a more detrimental effect on the community than having multiple sites. Failure of a permit holder to negotiate in good faith to provide fairly priced co-location opportunities, based on industry standards may be grounds for denial or revocation of the Special Use Permit. A signed statement shall be submitted indicating the applicant's intention to share space on the tower with other providers.**

This is an existing tower that has multiple service providers already located on the tower. The current leases and the overall SUP for the tower ensures that the tower is reserved for multiple providers. In an unrelated application in 2016, it was determined that the tower is at capacity, and although all current providers will remain on the tower, no new equipment may be put on the tower without a detailed structural analysis.

A structural analysis dated September 4, 2018 conducted by SSC Inc. was submitted in support of this application, showing the existing conditions on the site (structural analysis to support the last modification in September 2018). This analysis found the structure was compliant based on proposed loading conditions at that time, which is the current loading on the tower.

**D. Any application for construction of a new wireless communication facility, tower, antenna or equipment compound must provide a detailed site plan of the proposed project. This properly scaled site plan will include one page (including ground contours) that portrays the layout of the site, including the proposed facility, the fall radius of any proposed monopole, as well as proposed and existing structures within 200 feet of the tower base and the identification of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review and approval by the Planning Commission.**

This is an existing tower and this section is generally not applicable to the renewal of the SUP where no additional equipment or changes to the site are proposed.

**E. Description of the transmission medium that will be used by the applicant to offer or to provide services and a statement that applicant will meet all federal, state and city regulations and law, including but not limited to FCC regulations.**

**The applicant shall provide an engineer's statement that anticipated levels of electromagnetic radiation to be generated by facilities on the site, including the effective radiated power (ERP) of the antenna, shall be within the guidelines established by the FCC. The cumulative effect of all antennas and related facilities on a site will also comply with the radio frequency radiation emission guidelines established by the FCC. An antenna radiation pattern shall be included for each antenna.**

This is an existing facility and this factor is not applicable to the renewal of an existing Special Use Permit. While new information was not requested in association with the renewal application, the original SUP has a condition and continuing obligation for all operators on this tower to be within guidelines established by the FCC.

**F. Preliminary construction schedule including completion dates.**

This is an existing facility and this factor is not applicable to the renewal of an existing Special Use Permit.

**G. The applicant shall provide a copy of its FCC license**

Submitted with previous renewal and no change of status has occurred.

**H. Copies of letters sent to other wireless communication providers and their response regarding their interest to co-locate.**

Not applicable since this is an existing tower that has multiple providers and is at capacity.

**I. Any other relevant information requested by City Staff.**

None requested.

**FACTORS FOR CONSIDERATION:**

The Planning Commission shall make findings of fact to support its recommendation to approve, conditionally approve, or disapprove this Special Use Permit. It is not necessary that a finding of fact be made for each factor. However, there should be a conclusion that the request should be approved or denied based upon consideration of as many factors as are applicable. The factors to be considered in approving or disapproving a Special Use Permit for a wireless facility shall include the following:

**A. The character of the neighborhood.**

The site is located on the west side of Mission Road within the municipal complex and behind City Hall. The complex is surrounded by other institutional uses including Shawnee Mission High School, Harmon Park and Prairie Village Pool, and a church. There are residences across Mission Road to the east. These locations are appropriate for wireless communication facilities and the scale of the area in relation to the surroundings were previously determined to be appropriate for a monopole.

**B. The zoning and uses of property nearby.**

North: R-1A Single-Family District – SM East High School  
East: R-1A Single-Family District – Single Family Dwellings

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South: R-1A Single-Family District – Church  
West: R-1A Single-Family District – Park & Single Family Dwellings

**C. The extent that a change will detrimentally affect neighboring property**

This is the renewal of an existing Special Use Permit that will not have a detrimental effect on neighboring property. The installation has been in place since 1997, and the City has not received any complaints.

**D. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners.**

This is a renewal of an existing installation with no changes proposed, and therefore it will not create any hardship on adjacent landowners.

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

The proposed antenna installation meets all the setback, height and area regulations contained in the Zoning Ordinance.

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

This application will have no adverse effect on the welfare or convenience of the public. The City has not received any complaints regarding this installation.

**G. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such as the special use will not cause substantial injury to the value of the property in the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will cause substantial injury to the value of property in the immediate neighborhood, consideration shall be given to:**

- 1. The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
- 2. The nature and extent of landscaping and screening on the site.**

The installation of the antennas on this tower has had relatively little impact and has not dominated the immediate neighborhood as to hinder development. The tower and compound are integrated into the internal portion of the City Hall building and no landscaping or additional screening beyond the current equipment compound walls is necessary.

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

Off street parking will not be necessary for this particular use other than a parking space currently available for service people entering the building to maintain equipment. The parking that is provided on the site will be adequate for this need.

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

Since there are not external improvements on the site, existing utility, drainage, and other facilities should be adequate.

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

The site and the equipment should require only service vehicles for periodic maintenance. The traffic generated by the use is so minimal that it will not create any additional congestion on the streets.

**K. Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors or unnecessarily intrusive noises.**

The antennas and equipment do not have any hazardous or toxic materials, obnoxious odors, or intrusive noises that would affect the general public.

**L. Architectural design and building materials are compatible with such design and materials used in the neighborhood in which the proposed facility is to be built or located.**

This is an existing monopole design with multiple providers. The design and location of the pole was previously determined appropriate though the existing tower SUP, and renewals through of SUPs for other providers. However this tower is at capacity. Should any new facilities be determined to be necessary in the future, a new design or a new tower structure be required for any reason, this SUP should be amended to reflect compliance with any changes to the overall facility.

**M. City Staff recommendations.**

It is the opinion of Staff that the proposed renewal of the Special Use Permit meets the Factors for Consideration and recommends that it be approved subject to the conditions pf the original application and subsequent renewals.

**RECOMMENDATION:**

After a review of the proposed application and based on testimony and consideration of the factors at the public hearing, the Planning Commission may either recommend approval of the Special Use Permit with or without conditions, recommend denial, or continue it to another meeting. If the Planning Commission recommends approval to the Governing Body, it is recommended that the conditions of the previous 2009 special use permit be included with the renewal, specifically 1 – 10 below, with the addition of a new condition 11.

1. That the renewal of the special use permit shall be for a maximum of ten years. At the end of the ten-year period, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and City Council that a need still exists for the antennas and that all the conditions of approval have been met.
  2. All equipment cabinets and wiring shall be contained within the existing walled area.
  3. The antennas and the frame for mounting them shall be painted a color that blends with the other antennas and the tower so visibility is minimized.
  4. If the applicant is found to be in non-compliance with the conditions of the special use permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If a special use permit becomes null and void, the applicant shall remove the antennas, equipment cabinets and all other appurtenances and shall restore the site to its original condition.
  5. The applicant shall comply with all state and federal regulations.
  6. The applicant shall have a structural inspection of the antennas performed by a licensed professional engineer prior to every ten-year renewal and submit it as part of the renewal application.
-

7. The plans for any changes to the antenna connections shall be prepared and sealed by a structural engineer licensed in the State of Kansas with construction observation provided by a design engineer that is not an employee of the tower's owner.
  8. The Compound Plan submitted as a part of the original application, and the Site Plan dated 07/23/18 documenting current conditions and submitted as part of this renewal application shall be incorporated as part of the approval of this application.
  9. The coax line installed on the tower either shall be inside the monopole or enclosed in an encasement that is painted the same color as the tower.
  10. The applicant shall comply with all terms of its lease agreement with the City. Termination of the lease agreement will be cause to terminate the Special Use Permit.
  11. If the existing tower, or the overall SUP for the existing tower is amended in any way to accommodate structural changes for new equipment or a different capacity for this tower, or a new tower is constructed, the applicant shall comply with all design conditions in place at that time or which may be conditions of the new construction.
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**PLANNING COMMISSION MINUTES**  
**September 10, 2019**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 10, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Greg Wolf and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; and Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Mr. Breneman moved for the approval of the minutes of the August 6 regular Planning Commission meeting as presented. Mr. Birkel seconded the motion, which passed 5-0, with Mr. Lenahan and Mr. Wolf in abstention.

**PUBLIC HEARINGS**

**PC2019-116 Special Use Permit Renewal - 7700 Mission Road Tower**

Mr. Brewster stated that the permit renewal application was for the Sprint Spectrum equipment on the existing cell tower located on the municipal grounds behind City Hall. A site plan review was completed in 2018 when the equipment was last changed out. The special use permit was previously renewed in 2009 for a ten-year period; if approved, this renewal would extend for another 10 years. Mr. Brewster added that staff recommended approval subject to the same 10 conditions included in the previous renewal, along with the following new condition:

11. If the existing tower, or the overall SUP for the existing tower is amended in any way to accommodate structural changes for new equipment or a different capacity for this tower, or a new tower is constructed, the applicant shall comply with all design conditions in place at that time or which may be conditions of the new construction.

The applicant, Ann Kooyman, representing KGPCo, stated that she had no concerns with the conditions made by staff. Mrs. Wallerstein opened the public hearing at 7:04 p.m. With no one present to speak, Mrs. Wallerstein closed the hearing at 7:05 p.m.

**Mr. Breneman made a motion to approve the renewal of the special use permit, subject to the conditions recommended by staff. Mr. Wolf seconded the motion, which passed unanimously.**

## **NON-PUBLIC HEARINGS**

### **PC2019-117 Re-Plat Application - 7609 Fontana Street**

Mr. Brewster said that no procedure in the subdivision regulations existed to address lot splits of more than two lots. As a result, such applications must be reviewed via the final plat process. The property is located on the northeast corner of 77<sup>th</sup> Street and Fontana Street, and the applicant is proposing to split it into three lots: two facing Fontana, and one facing 77<sup>th</sup> Street. The property is zoned R-1B, and the dimensions of the proposed lots are consistent with zoning requirements and surrounding lot size patterns.

Mr. Brewster added that there is a sewer easement on the 77<sup>th</sup> Street side of the existing lot, and it is unclear whether additional easements would be needed to deliver power to Lot 1. He noted that any new public easements would require City Council approval. Furthermore, notice will have to be given to surrounding property owners before the existing home on the site is torn down, and any new structures will need to comply with neighborhood design standards.

Tim Tucker with Phelps Engineering spoke on behalf of the applicant, Fontana Partners, LLC. Mr. Tucker stated a 100-foot extension would need to be added to the existing sanitary sewer to serve the home built on Lot 1. Electrical service currently runs along the northern edge of the property, and would need to be extended at the rear of Lot 1, along with a pedestal to serve the home on Lot 2. Water and gas service will not need any additional easements. Mr. Tucker stated he was in agreement with the following four conditions recommended in the staff report:

1. To the extent that any of the easements shown on the plat are new easements and are dedicated to the City for public use, the Final Plat shall be submitted to the Governing Body for acceptance. In addition, the applicant shall confirm that no additional easements are necessary to serve Lot 1, or provide revised easements to be reviewed by Public Works prior to recording or any required acceptance by the Governing Body.
2. The requirement for sidewalks on both sides of the street is waived, since there are no sidewalks on any other lots along these block faces (east side of Fontana and north side of 77<sup>th</sup>), and sidewalks do exist on the opposite sides of each street.
3. That the applicant submit the Final Plat to the County (surveying and engineering) after approval and execution of all required signatures by the City.
4. Prior to any demolition or construction on the lots, the property owner(s) shall have provide notice to neighbors as required by the zoning ordinance. All new construction shall meet the neighborhood design standards applicable to new construction in R-1B, including the preservation or replacement of street trees.

**Mr. Lenahan made a motion to approve the site plan, subject to the conditions recommended by staff. Mr. Breneman seconded the motion, which passed unanimously.**

## **OTHER BUSINESS**

### **Review site plan criteria in zoning regulations**

Mr. Brewster stated that a public meeting on the proposed changes to zoning regulations would be held on September 17, after which they would be brought back before the Planning Commission in a public hearing at its October meeting. The updates affect sign regulations, landscape regulations, renewable energy regulations and site plan criteria. Mr. Brewster shared a presentation outlining the decision-making abilities of the Planning Commission, the Board of Zoning Appeals and City Council. Although the Planning Commission has limited discretion, it serves as the “gatekeeper” for zoning issues, and provides professional expertise to assist staff in making decisions.

Mr. Brewster reviewed section 19.32.030 of the zoning regulations regarding the standard of approval for site plan applications. Sections E and F in particular are vague and do not provide applicants and Commission members the specific detail needed to have a valuable discussion. Proposed changes in Section E focus on streetscapes and adjacent sites, while changes to Section F address the quality and appearance of building design, including materials, patterns and consistency.

Mr. Valentino stated that the new text in Section E.3 was nearly identical to Section A. He added that he liked the balance between vehicle and pedestrian circulation, and asked whether additional language regarding sustainability was needed. Discussion was also held to determine whether Sections F.2 and F.3 adequately addressed design consistency. Mr. Brewster stated that Section F.2 is more focused on design, whereas F.3 addresses pattern and material consistency.

Mr. Brewster noted that it was important to be consistent when evaluating site plan applications rather than looking at each uniquely. Mr. Wolf shared that he was concerned about the approval standards becoming too specific. Mr. Brewster stated that if Section F.2 was made less vague, it could be applied more consistently and objectively. Mr. Birkel and Mr. Valentino agreed that building scale and proportion should be included in Section F.2.

Mrs. Wallerstein asked what the phrase “impact on the character of the surrounding neighborhood” meant in Section F, and if it appropriately described how a building interacts with the surrounding area. Mr. Lenahan suggested that a phrase such as “the relationship of the proposed building with the surrounding character of the neighborhood” would be a better choice.

## **ADJOURNMENT**

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 8:17 p.m.

Nancy Wallerstein  
Chair



# 00 20682

**SPECIAL USE PERMIT APPLICATION**

Case # 20857

CITY OF PRAIRIE VILLAGE, KANSAS

For Office Use Only

Case No.: PC2019-116

Filing Fees: \$100.00

Deposit: \$500.00



behalf of Ann Kooyman on  
Sprint Spectrum

Date Advertised: \_\_\_\_\_

Date Notices Sent: \_\_\_\_\_

Public Hearing Date: \_\_\_\_\_

APPLICANT: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

OWNER: City of Prairie Village PHONE: \_\_\_\_\_

ADDRESS: 7700 Mission Rd, PV, KS ZIP: 66208

LOCATION OF PROPERTY: 7700 Mission Road, Prairie Village

LEGAL DESCRIPTION: See attached

**ADJACENT LAND USE AND ZONING:**

	<u>Land Use</u>	<u>Zoning</u>
North	<u>Park Space</u>	<u>R-1A</u>
South	<u>Park Space</u>	<u>R-1A</u>
East	<u>Residential</u>	<u>R-1A</u>
West	<u>Residential</u>	<u>R-1B</u>

Present Use of Property: City Property

Please complete both pages of the form and return to:

Planning Commission Secretary  
City of Prairie Village  
7700 Mission Road  
Prairie Village, KS 66208

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

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

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

If Yes, what length of time?       

SIGNATURE: Ann Kooyman

DATE: 7/22/19

BY: Ann Kooyman

TITLE: Program Manager

Attachments Required:

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

**EXHIBIT B**

**DESCRIPTION OF SPRINT PCS' COMMUNICATION FACILITY  
AND USE OF SPRINT PCS' PORTION OF PREMISES**

The Sprint PCS' portion of Premises is defined as follows:

*A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 12 SOUTH, RANGE 25 EAST, IN PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 02° 20' 39" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1297.69 FEET; THENCE SOUTH 87° 39' 21" WEST LEAVING SAID EAST LINE A DISTANCE OF 309.05 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE SOUTH 27° 39' 15" WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 62° 20' 45" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 27° 39' 15" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 62° 20' 45" A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 500 SQUARE FEET OR 0.011 ACRES MORE OR LESS.*

The location and orientation of Tenant's space on the Tower and space on the ground for Tenant's equipment compound are as follows:

- Space at approximately the 110-foot elevation for three (3) EMS Model RR65-17-02DPL2 panel antennas measuring 48" x 8" x 2.5" (Height x Width x Depth) to be flush mounted to the monopole, along with three (3) coaxial cables measuring 1 ¼ inches in diameter.
- Ground space totaling approximately 500 square feet to the west southwest of, and immediately adjacent to, the existing equipment compound, as more particularly described above as the Sprint PCS Portion of Premises, for the installation of up to six (6) equipment cabinets measuring approximately 6' x 3.5' x 2.5' (Height x Width x Depth).

All of the above-mentioned ground space, antennas and related equipment are more particularly described on the attached Architectural Drawings dated October 14, 2004 labeled as Sprint, Site Name: Prairie Village City Monopole, Site Number KC60XC727-C, Colocation-Monopole, containing the following Sheet Numbers: T-1, LS-1, C-1, A-1 through A-5 inclusive, E-1 through E-5 inclusive, and GN-1 through GN-2 inclusive.

Owners Initials *PLS*

Sprint PCS Initials: *[Signature]*

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

**AFFIDAVIT**

STATE OF KANSAS )  
 ) ss.  
COUNTY OF JOHNSON )

Ann Kooyman, being duly sworn upon <sup>her</sup> ~~his~~ oath, disposes and states:

That <sup>she</sup> ~~he~~ is the ~~(owner) (attorney for)~~ (agent of) the tract of land for which the application was filed. That in accordance with Section 19.28.025 of the Prairie Village Zoning Regulations, the applicant placed and maintained a sign, furnished by the City, on that tract of land. Said sign was a minimum of two feet above the ground line and within five feet of the street right-of-way line in a central position of the tract of land and had no visual obstruction thereto.

Ann Kooyman  
(~~Owner/Attorney for~~/Agent of)

Subscribed and sworn to before me this 22<sup>nd</sup> day of July, 2019.



Juan Uy  
Notary Public or Planning Commission Secretary

Ann Kooyman, being duly sworn upon his oath, deposes and states:

1. I am the (owner of) (attorney for) (agent of) the property described in the attached notice upon which an application has been filed before the Planning Commission of the City of Prairie Village, Kansas.
2. On the 20<sup>th</sup> day of August, 2019 a public information meeting was held pursuant to the Citizen Participation Policy adopted on June 6, 2000, by the Planning Commission
3. On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I did comply with notification requirements to landowners as stated Section 19.28.020, of the Prairie Village Zoning Regulations and notified in letter by certified mail all owners of land located within 200 feet of the described real property. Notice was mailed to the following:

Name

Address

\_\_\_\_\_  
See attached  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I certify that the foregoing is true and correct.

Ann Kooyman  
 Name  
12008 S Monroe St  
 Address  
Olathe, KS  
66061

Vistor Sign In Sheet  
8/20/2019

No one showed - held  
from 2:00 - 4:00 pm  
8/20/19

Name	Address	Email Address



# Buffer Results

[To Co Home](#) > [AIMS Home](#) > [Internet Maps](#)

200 foot buffer (46.29 acres)  
 Buffer search returned 54 properties  
[Download as Mailing Labels](#)

No.	Property ID	Area (ft <sup>2</sup> )	Acres	Situs Address	Owner1	Owner2	Owner Address	City, State Zip	Billing Name	Billing Name
1	OP77150000 0013	2,178	0.05	4052 W 79TH ST	WATERS, SEAN		4052 W 79TH ST ✓	PRAIRIE VILLAGE, KS 66208		
2	OP18000000 0001B	22,216	0.51	7820 MISSION RD #A	SOUTHWEST BIBLE CHURCH		7820 MISSION RD	PRAIRIE VILLAGE, KS 66208		
3	OP18000000 0001A	74,923	1.72	7820 MISSION RD	MISSION ROAD BIBLE CHURCH		7820 MISSION RD	PRAIRIE VILLAGE, KS 66208		
4	OP07700000 0T0A	15,682	0.36	0 NS NT	KRESCENT KOURT		7805 MISSION RD	PRAIRIE VILLAGE, KS 66208		
5	OP77150000 0T0A1	11,326	0.26	0 NS NT	VILLAGE PARK TOWNHOME	ASSOCIATION	PO BOX 26385	OVERLAND PARK, KS 66225		
6	OP77150000 0T0A	46,174	1.06	0 NS NT	VILLAGE PARK TOWNHOME	ASSOCIATION	PO BOX 26385	OVERLAND PARK, KS 66225		
7	OP18000000 0003A	119,790	2.75	0 NS NT	Y M C A	OF KANSAS CITY MISSOURI	3100 BROADWAY . Apt. 930	KANSAS CITY, MO 64111		
8	OP49000019 0007	9,583	0.22	4307 W 77TH TER	JENKINS, ROBERT D.	JENKINS, LYNN L.	4307 W 77TH TER ✓	PRAIRIE VILLAGE, KS 66208		
9	OP49000021 0013	9,583	0.22	4306 W 78TH TER	WINDMILL PASTURE, LLC		4314 W 78TH TER ✓	PRAIRIE VILLAGE, KS 66208		
10	OP39000000 0003	14,375	0.33	7719 MISSION RD	SHORTSTOP PROPERTIES, LLC		15301 W 87TH ST PKWY # 225	LENEXA, KS 66216		
11	OP18700000 0001	45,738	1.05	7810 MISSION RD	CONSOLIDATED FIRE DIST. NO. 2		3921 W 63RD ST ✓	PRAIRIE VILLAGE, KS 66208		
12	OP55200000 0T01A	270,072	6.20	7710 MISSION RD	CITY OF PRAIRIE VILLAGE		7700 MISSION RD ✓	PRAIRIE VILLAGE, KS 66208		
13	OP77150000 0009	2,614	0.06	4036 W 79TH ST	LECUYER, JOHN		4036 W 79TH ST ✓	PRAIRIE VILLAGE, KS 66208		
14	OP50000000 0010	10,890	0.25	4305 W 77TH PL	JARVIS, STEPHEN	JARVIS, PAOLA	4305 W 77TH PL	PRAIRIE VILLAGE, KS 66208		
15	OP18000000 0004A	5,663	0.13	0 NS NT	WATER DISTRICT #1	OF JOHNSON COUNTY	10747 RENNER BLVD	LENEXA, KS 66219		
16	OP18000000 0003B	65,340	1.50	4200 W 79TH ST	Y M C A	OF KANSAS CITY MISSOURI	3100 BROADWAY . Apt. 930	KANSAS CITY, MO 64111		
17	OP50000000 0008	11,761	0.27	4300 W 77TH PL	SCHERZBERG, A JAMES REV TRUST		4300 W 77TH PL	PRAIRIE VILLAGE, KS 66208		
18	OP31000004 0008	9,583	0.22	3810 W 77TH ST	ROTE, ROBERT J.	ROTE, AMY S.	3810 W 77TH ST	PRAIRIE VILLAGE, KS 66208		
19	OP49000018 0009	10,454	0.24	4302 W 77TH TER	WHITSITT, WAUNETA R.		4302 W 77TH TER	PRAIRIE VILLAGE, KS 66208		
20	OP31000004 0006	10,019	0.23	7637 MISSION RD	LUCE, JASON	LUCE, JAMI D	7637 MISSION RD	PRAIRIE VILLAGE, KS 66208		
21	OP17000000 0006D	24,829	0.57	7724 DELMAR ST	ABINGTON, AARON A		1501 E SHERIDAN ST	OLATHE, KS 66062		
22	OP39000000 0002	14,375	0.33	7727 MISSION RD	KC BROTHER LLC		11920 METCALF AVE	OVERLAND PARK, KS 66213		
23	OP39000000 0005	14,375	0.33	7703 MISSION RD	JOHNS, MICHAEL		6618 W 78TH ST	OVERLAND PARK, KS 66204		
24	OP6500001A0000	1,609,106	36.94	7500 MISSION RD	UNIFIED SCHOOL DIST #512		8200 W 71ST ST	OVERLAND PARK, KS 66204	SM EAST HS #012	
25	OP55200000 0T01A	16,117	0.37	7710 MISSION RD	CITY OF PRAIRIE VILLAGE		7700 MISSION RD	PRAIRIE VILLAGE, KS 66208		
26	OP49000021 0024	10,019	0.23	4307 W 78TH TER	REDETZKE, SHANNON M	REDETZKE, PATRICK C	4307 W 78TH TER	PRAIRIE VILLAGE, KS 66208		
27	OP50000000 0009	12,197	0.28	4301 W 77TH PL	NICHOLS, WILLIAM	NICHOLS, JANICE	4301 W 77TH PL	PRAIRIE VILLAGE, KS 66208		
28	OP49000021 0026	13,068	0.30	4300 W 79TH ST	ROSENBOOM, JONATHAN S	SHANK, LINDSEY D	4300 W 79TH ST	PRAIRIE VILLAGE, KS 66208		
29	OP49000020 0007B	9,148	0.21	4304 W 78TH ST	GODWIN, CHARLES R. TRUSTEE	GODWIN, JUNETTA E. TRUSTEE	4304 W 78TH ST	PRAIRIE VILLAGE, KS 66208		
30	OP39000000 0001	14,375	0.33	7733 MISSION RD	HALL, JAMES H.		16161 SHORT RD	LOS GATOS, CA 95032	HALL, JOHN L.	
31	OP49000021 0025	10,890	0.25	4303 W 78TH TER	ROSS, BEVERLY JO TRUST		4303 W 78TH TER	PRAIRIE VILLAGE, KS 66208	ROSS, BEVERLY JO CO-TRUSTEE	O'KELL, RIC
32	OP49000021 0012	11,761	0.27	4302 W 78TH TER	SANDERS-LIKES, ROSE		4302 W 78TH TER	PRAIRIE VILLAGE, KS 66208		
33	OP17000000 0006A	22,651	0.52	7726 DELMAR ST	BRIDGES, KEVIN J	BRIDGES, SHERRY E	7726 DELMAR ST	PRAIRIE VILLAGE, KS 66208		
34	OP77150000 0011	2,178	0.05	4044 W 79TH ST	ANDERSON, WILLIAM B	ANDERSON, MALIA J	4044 W 79TH ST	PRAIRIE VILLAGE, KS 66208		
35	OP77150000 0010	1,742	0.04	4040 W 79TH ST	CROCKER, SANDRA S		4040 W 79TH ST	PRAIRIE VILLAGE, KS 66208		
36	OP77150000 0007	2,614	0.06	4028 W 79TH ST	ONEILL, RICHARD S.	ONEILL, MARY COLLEEN	4028 W 79TH ST	PRAIRIE VILLAGE, KS 66208		
37	OP77150000 0012	3,049	0.07	4048 W 79TH ST	STANSBERRY, ROBERT P.	STANSBERRY, CHERYL L.	3070 W PICKET POST DR	COLUMBIA, MO 65203		
38	OP77150000 0008	2,178	0.05	4032 W 79TH ST	KELLY-GARRISON, SUZANNE R.	GARRISON, DAVID L.	206 E DIXON AVE	DAYTON, OH 45419		
39	OP18000000 0001F	3,920	0.09	0 NS NT	SOUTHWEST BIBLE CHURCH		7820 MISSION RD	PRAIRIE VILLAGE, KS 66208		
40	OP18000000 0002A	63,598	1.46	0 NS NT	SOUTHWEST BIBLE CHURCH		7820 MISSION RD	PRAIRIE VILLAGE, KS 66208		
41	OP18000000 0001G	2,178	0.05	0 NS NT	MISSION ROAD BIBLE CHURCH		7820 MISSION RD	PRAIRIE VILLAGE, KS 66208		
42	OP55200000 0T01	205,168	4.71	7700 MISSION RD	CITY OF PRAIRIE VILLAGE		7700 MISSION RD	PRAIRIE VILLAGE, KS 66208		
43	OP55200000 0T01	515,750	11.84	7700 MISSION RD	CITY OF PRAIRIE VILLAGE		7700 MISSION RD	PRAIRIE VILLAGE, KS 66208		
44	OP50000000 0007	10,454	0.24	4306 W 77TH PL	PENDLETON, DENNIS R.	PENDLETON, CATHERINE R.	4306 W 77TH PL	PRAIRIE VILLAGE, KS 66208		
45	OP18000000 0004	36,590	0.84	7801 DELMAR ST	WATER DISTRICT #1 OF JOHNSON	COUNTY	10747 RENNER BLVD	LENEXA, KS 66219	ATTN: ACCOUNTING	
46	OP31000004 0007	10,890	0.25	7649 MISSION RD	BEAL, ROBERT C.	BEAL, GENA E.	7649 MISSION RD	PRAIRIE VILLAGE, KS 66208		
47	OP49000021 0008	13,939	0.32	4301 W 78TH ST	EGGERS, ELEANOR V. TRUSTEE	EGGERS, ELEANOR V. REV TRUST	4301 W 78TH ST	PRAIRIE VILLAGE, KS 66208		
48	OP49000020 0008	11,326	0.26	4300 W 78TH ST	LUNDY, MARJORIE G. REV TRUST		4300 W 78TH ST	PRAIRIE VILLAGE, KS 66208		



## HUMAN RESOURCES

City Council Meeting Date: October 7, 2019

COU2019-42

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

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### SUGGESTED MOTION

Move that the Committee:

Approve the renewal of the City's employee benefit package for 2020 as presented.

A CBIZ representative will be in attendance at Monday night's meeting.

### MEDICAL RENEWAL

This year's medical renewal rate is 0.0% increase with no plan changes. The City currently contracts with United Healthcare (UHC) for its employee health insurance plans. The plan year ends in December and consequently, renewals were sought from UHC for the 2020 plan year. Renewals are on the claims incurred by plan participants over the twelve-month period of July 2018 - June 2019 and by forecasting potential claims. The loss ratio during this time was 61.5%, as compared to 63.4% for the same period last year.

Taxes and/or fees that are required due to the Affordable Care Act (ACA) are returning for 2020. This tax is included in the renewal increase for 2020. Normally insurance providers have been required to pay these fees, which are then passed on to the clients through premiums.

### ACA Taxes/Fees

- 1) Health Insurance Excise Tax: suspended for 2019; 2.65% for 2020.

Employees that participate in a Health Risk Assessment (HRA), biometric screening or a non-medical alternative are eligible to receive incentives, a value of up to \$200. The City continues to recommend that the differential for tobacco users covered on the City's health insurance plan (employee or dependent) continue in 2020. Those individuals who do use tobacco products (cigarettes, pipes, chewing tobacco, cigars, etc.) more than once per week will be assessed \$20 in their monthly premium costs. If a covered individual quits using tobacco product(s) then they will be eligible to begin receiving the monthly premium discount.



2019 Current				2020 Renewal		
QHDHP/HSA	Total \$	City \$	Employee \$	Total \$	City \$	Employee \$
Employee Only	\$471.28	\$545.67	(\$74.39)	\$469.87	\$545.67	(\$75.80)
Employee + 1	\$1,140.67	\$1,096.20	\$44.47	\$1,137.26	\$1,096.20	\$41.06
Family	\$1,681.05	\$1,557.12	\$123.93	\$1,676.02	\$1,557.12	\$118.90
<b>BASE</b>						
Employee Only	\$545.67	\$545.67	\$0.00	\$545.67	\$545.67	\$0.00
Employee + 1	\$1,320.72	\$1,096.20	\$224.52	\$1,320.72	\$1,096.20	\$224.52
Family	\$1,946.40	\$1,557.12	\$389.28	\$1,946.40	\$1,557.12	\$389.28

\*As a reminder, the Governing Body is eligible for plan coverage

## RENEWAL HISTORY

- 1/1/19: An initial renewal increase of 10.4% was negotiated down to 8.4% with no plan changes. The City also received a one-month premium for December 2018 that saved the City approximately \$102,197.
- 1/1/18: Renewed at a 3.25% increase (including taxes and fees). The QHDHP deductible was increased from \$2,600/\$5,200 to \$2,700/\$5,400 due to IRS guidelines for embedded plans.
- 1/1/17: A Request for Proposal for medical carriers was completed. The carriers reviewed were Blue Cross Blue Shield of KC, Humana, Midwest Public Risk, and United Healthcare (UHC). Blue KC offered the renewal at 22.8%. UHC was chosen as the new medical carrier with a 6% increase in premiums. As a result of the compensation and benefits study, the employer contribution was increased from 75% to 80% for the family plans only. This was done to be more in line when compared to other cities.

## DENTAL COVERAGE

Delta Dental of Kansas, the City's dental insurance provider, has agreed to renew the dental plans for 2020 with 0.0% increase. This plan is in a 5% rate cap for 2021.

## VISION COVERAGE

The City's vision insurance provider, Superior Vision, also has agreed to renew the vision plan for a 0.0% increase in the premium for 2020. This plan is in a rate guarantee until 2021.

## LIFE INSURANCE AND AD&D

The Standard provides base life insurance and AD&D for the city. The renewal increased from \$.099 to \$.100 per \$1,000 of coverage. This increased the annual premium by an estimated \$1,683. The Standard was able to give the City a two-year price guarantee.

## DISABILITY COVERAGE

The City uses The Standard as the City's long-term disability insurance provider. The Standard increased the cost per \$100 in covered payroll from \$0.295 to \$0.325, which results in an estimated \$1800 increase annually. The Standard was able to give the City a two-year rate guarantee.

## FUNDING SOURCE

Employee insurance premiums are a General Fund expenditure. The 2020 budget anticipated an increase in City premium contributions of 12.5%. The renewal rates of 0%, 0%, and 0% for the health, dental, and vision plans, fit within the budgeted funds.

### 2020 Renewal Costs

Health Insurance	\$1,241,650
Dental Insurance	\$ 36,505
Vision Insurance	\$ 7,912
Life Insurance	\$ 960
PD Life Insurance	\$ 21,876
LTD	\$ 20,370
<b>Total:</b>	<b>\$1,329,273</b>
<b>2020 Budget:</b>	<b>\$1,482,330</b>

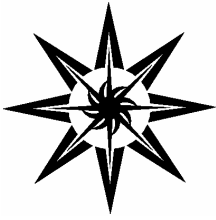
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Prepared by:

Amy Hunt

Human Resources Manager

Date: October 2, 2019



## TREE BOARD

City Council Meeting: October 7, 2019

**COU2019-43: Consider Revising Council Policy 217 - Arbor Day Honoree Nomination**

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### RECOMMENDATION

Move to approve CP 217 - Arbor Day Honoree Nomination as proposed

### BACKGROUND

The Tree Board is recommending the attached revisions to CP-217. The following procedures are highlighted key points:

- Improve inclusiveness by being able to recognize individuals and organizations outside of Prairie Village who are deserving of nomination.
- The option of recognizing more than one nominee per year.
- The ability to carry forward nominations for future consideration without a mandatory expiration period of 3 years.

### ATTACHMENTS

- Council Policy-217 with revisions outlined
- Council Policy-217 as recommended

Prepared By:

Wes Jordan  
City Administrator  
Date: October 1, 2019

**City Council Policy: CP217 – Arbor Day Honoree Nomination *Effective***

**Date:** ~~September 13, 2019~~*September 18, 2006*

**Amends:** *September 18, 2006*

**Approved By: City Council**

**I. SCOPE**

**II. PURPOSE**

A. To recognize the efforts and contributions of outstanding ~~citizens~~*individuals and organizations that* who have made a difference in Prairie Village.

**III. RESPONSIBILITY**

- A. Prairie Village Tree Board
- B. Director of Public Works

**IV. DEFINITIONS**

**V. POLICY**

A. The Tree Board will select an individual(s) or ~~organization~~*people* once per year from a list of nominees to be the Arbor Day Honoree(s).

**VI. PROCEDURES**

**A. Criteria for Nominees**

~~1. Nominees must be or currently are Prairie Village residents.~~

~~2.1.~~ Nominee's efforts had a positive and lasting impact on the community.

~~3.2.~~ Nominees may be living or deceased ~~individuals or couples~~.

~~4.3.~~ Nominees may have served the community in any capacity.

**B. Selection Process**

1. The Tree Board will notify the community that there is an annual Arbor Day Honoree. This could be done at city events like the Mayor's Tree lighting, VillageFest, the Annual Fall Tree Seminar, the City ~~ww~~ website, and the Village Voice.

2. Nominations may be submitted by Prairie Village ~~citizens~~*residents*, committees, churches, schools and organizations. A nomination form will be available at the Municipal Offices and submitted to the Tree Board.

~~3.~~The Tree Board will accept nominations from January 1 to the last day of February of each year. Nominations received on or after March 1 will be considered ~~for the following~~*in subsequent* years. ~~Nominations will be considered for three years before being removed from consideration.~~

~~4.3.~~

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**City Council Policy: CP217 – Arbor Day Honoree Nomination**

**Date: September 13, 2019**

**Amends: September 18, 2006**

**Approved By: City Council**

I. SCOPE

II. PURPOSE

A. To recognize the efforts and contributions of outstanding individuals and organizations that have made a difference in Prairie Village.

III. RESPONSIBILITY

- A. Prairie Village Tree Board
- B. Director of Public Works

IV. DEFINITIONS

V. POLICY

A. The Tree Board will select an individual(s) or organizations once per year from a list of nominees to be the Arbor Day Honoree(s).

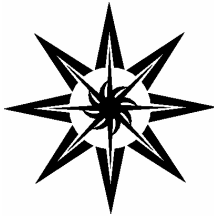
VI. PROCEDURES

A. Criteria for Nominees

- 1. Nominee's efforts had a positive and lasting impact on the community.
- 2. Nominees may be living or deceased.
- 3. Nominees may have served the community in any capacity.

B. Selection Process

- 1. The Tree Board will notify the community that there is an annual Arbor Day Honoree. This could be done at city events like the Mayor's Tree lighting, VillageFest, the Annual Fall Tree Seminar, the City website, and the Village Voice.
- 2. Nominations may be submitted by Prairie Village residents, committees, churches, schools and organizations. A nomination form will be available at the Municipal Offices and submitted to the Tree Board.
- 3. The Tree Board will accept nominations from January 1 to the last day of February of each year. Nominations received on or after March 1 will be considered in subsequent years.



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: October 7, 2019

### COU2019-45 CONSIDER PROFESSIONAL SERVICES AGREEMENT WITH CLARK ENERSEN PARTNERS FOR THE PUBLIC WORKS BUILDING SCHEMATIC DESIGN

#### RECOMMENDATION

Move to approve the professional services agreement with The Clark Enersen Partners for the Public Works Building Schematic Design in the amount of \$108,450.00.

#### BACKGROUND

Public Works and Clark Enersen Partners recently completed the Conceptual Layout and Cost Estimates for building modifications for the Public Works Facility. The results were presented to the City Council on September 16, 2019 where staff was authorized to move forward with implementing a new building project for the Public Works Facility.

Clark Enersen Partners has completed two phases of our project; first was the Facility Condition Assessment and then the Conceptual Layout and Cost Estimate phase. Initially, Clark Enersen Partners was selected by an RFP process that included sending proposals to three firms that were recommended by other public agencies in Johnson County. Public Works has been very impressed with how they have completed the two phases so far and feel they would be the best architects to use as we move forward with this project. If a new company were to be used, substantial work and staff time would be duplicated. Clark Enersen Partners has significant LEED design experience as shown on the attached list.

This contract includes work up to the point of Schematic Design. The attached scope of services has details to include all the steps for the design of this project. The remaining scope is for informational purposes only and could change when subsequent contracts are developed. The Total Project Fee is described in the Scope of Services and was used to help us determine the fee for the Schematic Design Phase. The 8.2% for the Basic Service Fee is well within the 10% industry standard for architecture design fees. We have consulted with Overland Park's Building Project Manager and have determined that the scope and fee are appropriate for this project. Given this, we are comfortable that the Total Project Fee and the Schematic Design Fees are acceptable.

At this time, the contract is being executed through the Schematic Design phase.

Also attached for information is an initial Project Work Plan that provides a possible schedule for the building project through project completion.

#### Next Steps-

- 1- Currently, Public Works is in the RFP process to select a construction management company. We plan to follow a Construction Manager at Risk (CMR) design and building process. In a CMR process, the City will contract with the

architect and the contractor to develop the project details and cost. We expect the construction manager contract to come to Council on October 21, 2019.

- 2- Bonding- It is expected that the first Resolution will be brought to Council on October 21, 2019.

Currently, we do not plan on hiring an owner's representative to help us manage this project; however if it is determined later to be needed we may do so.

### **FUNDING SOURCE**

Funding initially will come from City Contingency, with bond funds eventually being used for all project costs.

### **ATTACHMENTS**

1. Professional Services Agreement with The Clark Enersen Partners
2. Scope of Services
3. Project Work Plan
4. Clark Enersen Partners LEED Project List

### **PREPARED BY**

Keith Bredehoeft, Public Works Director

October 2, 2019



**AGREEMENT FOR PROFESSIONAL ARCHITECT**

**For**

**DESIGN SERVICES**

**Of**

**BG700002 Public Works Facility - Schematic Design**

***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 **THE CLARK ENERSEN PARTNERS**, a corporation with offices at 2020 Baltimore Avenue, Suite 300, Kansas City, MO hereinafter called the “**Consultant**”.

***WITNESSED, THAT WHEREAS***, the City has determined a need to retain a professional engineering firm to provide professional services for the Design of the Public Works Facility (BG700002), 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 a new public works facility.
- 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.

## Article II Consultant Responsibilities

- A. **Professional 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

Attached as Fee Proposal Exhibit A

## 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:

Work Plan attached as Exhibit B

## Article V Compensation

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

Schematic Design	Phase	\$ <u>108,450.00</u>
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- 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.
- R. Non Discrimination** The Consultant agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Consultant has violated any applicable provision of any local, state or federal law, or has

discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

**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:

Eric Mikkelson, 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](mailto:publicworks@pvkansas.com)  
ATTEST:

\_\_\_\_\_  
Adam Geffert, City Clerk

**Consultant:**

Consultant Firm

By:

Rick Wise, Sr. Principal

Address for giving notices:

The Clark Enersen Partners  
2020 Baltimore Ave, Suite 300  
Kansas City, Missouri 64108-1914

Telephone: 816-474-8237  
Email: [rick.wise@clarkenersen.com](mailto:rick.wise@clarkenersen.com)  
APPROVED AS TO FORM BY:

\_\_\_\_\_  
David Waters, City Attorney

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# Scope of Services

## General Project Information

1. The project proposes to build a new 18,000 – 21,000 gsf Public Works facility to replace existing antiquated buildings. The new structure will house; offices, conference space, work space, crew space, shop space, garage areas and support space. The project will also create a new enclosed wash bay facility, pavement replacement, fencing replacement, covered parking areas. Sustainable design is very important to the City of Prairie Village. To that end, designing a Gold / Platinum level of LEED Certification will be the project goal.
2. The Clark Enersen Partners will provide the following design services on the project: architecture, interior design, landscape architecture, structural engineering, mechanical engineering and electrical engineering. Civil engineering design services will be performed by a subconsultant to be determined at a later date. Excluded from our fee is the cost of a **site survey, geo-technical investigation services, environmental engineering services** and any specialized testing that may be required during the construction of the project. If requested, we will assist the City of Prairie Village in soliciting competitive fee proposals for any of the required services not included in our proposed design fee. **(Note that we are initially asking for approval of Schematic Design services only. Approval for subsequent phases (DD, CD's, Bidding and CA) would be at the discretion of Prairie Village.**
3. The professional services in this agreement are for the design, documentation and construction administration services associated with the new Public Works building, car wash facility and vehicle canopies. The services also include the complete design of all associated project sitework and landscaping.
4. The drawings for this project will be developed using Building Information Modeling (BIM) software. The software utilized for this project will be the 2019 version of Revit. Electronic copies of the BIM documentation or AutoCAD downloads will be provided to the Owner.
5. We understand that this project will be built under Construction Manager at Risk delivery method. The Clark Enersen Partners are prepared to work under this approach.
6. It is the intent to enter into a formal contractual agreement using the City of Prairie Village's standard design services agreement.



The following is a brief description of the Basic Services to be provided within the scope of our contract.

## **Basic Services**

### ***Schematic Design Phase***

1. Develop schematic plans to a level of detail illustrating scale and relationship of project components. These plans and details will fix and define the total scope of work required.
2. Conduct routine design meetings with Prairie Village representatives.
3. Develop enlarged plan layouts as necessary for some of the primary building spaces.
4. Prepare preliminary code analysis in accordance with Local and National Building Codes.
5. Develop concept structural plans indicating proposed foundation and precast concrete framing systems.
6. Develop mechanical narrative and preliminary plans showing primary equipment and distribution concepts.
7. Develop electrical narrative and preliminary plans showing equipment locations, data closets, and power and lighting plans.
8. Work with the project Civil Engineer and TCEP Landscape Architect in the development site grading plan and site layout plan showing project limit lines and areas of construction staging required for the project.
9. Prepare presentation drawings and renderings of the proposed new facility.
10. Present schematic design to Owner representatives, City Officials and Community groups as required for approval.
11. Prepare a basic design narrative outlining all design criteria and assumptions used in the development of the schematic drawings.
12. Develop Sustainable Design options for consideration to pursue LEED Certification level. (Gold / Platinum goals)
13. Work with the Construction Manager at Risk (once selected) on the development of the cost profile.
14. Maintain and update project schedule (Work Plan attached) for all phases of design and the anticipated period of construction.
15. Present Schematic Design Package to Owner for review.



16. Attend Schematic Design Review meetings.

***Design Development Phase (if approved for commencement)***

1. Incorporate all review comments from the Schematic Design Submittal.
2. Further develop and supplement the Schematic Drawings with additional plan drawings and details necessary to specifically define the total scope of work required. These plans will fix and describe the size and character of the entire project and further define the architectural, structural, mechanical and electrical materials and other elements as may be appropriate and required.
3. Conduct routine design meetings with Prairie Village representatives.
4. Prepare outline specifications for materials and systems to be utilized on the project.
5. Update design narrative outlining design criteria used in the further development of the drawings in the Design Development Phase.
6. Update and modify renderings and other graphic images as required.
7. Update project schedule for the remainder of the design phases and the anticipated period of construction.
8. Continue development of Sustainable Design options for consideration to pursue LEED Certification level. (Gold / Platinum goals)
9. Work with the Construction Manager at Risk (if selected) in the preparation of a detailed estimate of probable construction cost. Review and modify list of potential project alternates (if required).
10. Maintain and update project schedule (Work Plan) for all phases of design and the anticipated period of construction.
11. Submit Design Development Package to Owner for review.
12. Attend Design Development review meeting.

***Construction Document Phase (if approved for commencement)***

1. Incorporate all comments from the Design Development Submittal.
2. Prepare detailed documents defining the scope of work to be used for bidding and constructing the project.
3. Conduct routine design meetings with Prairie Village representatives.
4. Prepare final project specifications.

5. Submit 50% construction documents review owner review and comments.
6. Finalize renderings and other graphic images as necessary.
7. Update and finalize project schedule (Work Plan).
8. Work with the Construction Manager at Risk in the preparation of a final estimate of probable construction cost. Finalize any project bid alternates (if required).
9. Submit Final Construction Documents to Owner for review.
10. Attend Construction Document Review meeting.
11. Receive all final review comments and modify drawings and specifications as necessary.
12. Submit final construction documents for printing and permitting.

### ***Bidding Phase (if approved for commencement)***

1. Attend and lead scheduled pre-bid conference.
2. Clarify questions that arise during the bidding process.
3. Answer requests for information and product substitutions.
4. Preparation of any bid addenda for distribution.
5. Attend Bid Opening.
6. Assist the Owner in the review of all bids and advise as to the lowest responsible bidders.

### ***Construction Administration (if approved for commencement)***

1. If necessary, revise the Construction Document drawings and specifications to incorporate Addenda items generated during the Bidding phase and permitting.
2. Attend bi-weekly Project Progress Meetings.
3. Review and provide comments on shop drawings.
4. Review and provide comments on product substitutions.
5. Clarify and provide written responses to questions during the entire Construction Phase.
6. Conduct Site Observation Visits during construction. (two visits per month in basic services)
7. When necessary, we will inform the Owner in writing of any work by the Contractor and/or Subcontractors that does not conform to the Contract Documents.

8. When requested, we will provide interpretation of Contract Documents within 48 hours (excluding weekends and holidays).
9. We will provide the information necessary for the Construction Manager/Contractor to prepare change orders.
10. Prepare a complete punch-list of corrective items at the Substantial Completion Phase.
11. We will work with the Owner and Construction Manager/Contractor in determining the date of final completion.
12. Develop a record set of as-built drawings from information recorded by the Contractor during the construction phase.
13. Provide a post-occupancy walk through and evaluation at 10 months after occupancy.
14. Prepare a list of any warranty items requiring corrective measures.
15. We will provide Prairie Village with both a reproducible photographic 4 mil Mylar set of drawings and an electronic copy of all drawings and specifications within 30 days of receipt of the marked up as-built drawings from the Contractor.

# Professional Fees

## Basic Services Fee Structure

For the purposes of our fee proposal, we have estimated the cost of all elements of the proposed project. These estimated construction costs serve as the basis of our proposed design fees. Our proposed compensation for the building is indicated below.

### New Building:

We have estimated the cost of new construction for all elements of the project as follows:

<b>New Building</b>	\$	<b>5,495,000</b>
<b>Wash Bay</b>	\$	<b>365,000</b>
<b>Covered Storage Structures</b>	\$	<b>250,000</b>
<b>Site Costs - Pavement</b>	\$	<b>400,000</b>
<b>Site Costs - Fencing/Gates</b>	\$	<b>80,000</b>
<b>Escalation</b>	\$	<b>530,000</b>
<b>Additional LEED Costs - Gold Goal</b>	\$	<b>400,000</b>
<b>Total Construction Cost</b>	<b>\$</b>	<b>7,520,000</b>

We propose a Basic Services fee of 8.2% of the construction cost for our design and documentation efforts on the new Prairie Village Public Works Facility. This equates to a Basic Services fee of **\$616,000**.

In addition to the basic services, we also request fee's for the following non-traditional services:

### Telecommunications Design:

Design and documentation of telecommunication systems including all cabling, wiring devices, date racks, and system routing. This does not include design and selection of servers. For this effort we request a fee of **\$20,000**.

### Furnishing Selection and Procurement:

We have estimated the cost of furnishings at **\$300,000**. We propose a basic services fee of 9% of the furnishings cost for our design and documentation efforts to procure this work. This equates to a Basic Services fee of **\$27,000**.

### AV Systems Design:

Design and documentation of all monitors, projection screens, and support equipment for meeting rooms, crew rooms and other spaces requiring technology. For this effort we request a fee of **\$18,000**.

**LEED Design:**

We propose to work with Prairie Village to develop a sustainable design that meets no less than LEED Gold Certification. This effort will include all submittals to the USGBC, meetings to review sustainable concepts and associated submittal costs. For this effort we propose a fee of **\$42,000**. Note that if LEED Platinum certification is pursued, we request an additional \$32,000 to account for expanded scope.

All reimbursable costs are included in our fee.

For this effort we propose the following lump sum fee:

Basic Services for Buildings and Site	\$616,000
Telecommunications Design	\$20,000
Basic Services for Furnishings Procurement	\$27,000
AV Design	\$18,000
LEED Design	<u>\$42,000</u>
<b>Total Lump Sum Fee Proposed</b>	<b>\$723,000</b>

**Weekly or Daily Construction Administration Services:**

Optionally, we can provide weekly or daily construction administration services to provide the City with additional representation during construction. While our basic services includes; review of shop drawings, addressing all contractor questions, we only have biweekly (every two week) site visits and attendance at OAC (Owner/Architect/Contractor) meetings. We are prepared to provide this extra service at the hourly rates listed at the end of this document.

By phase of work, the fee indicated above can be broken down as follows:

<b>Schematic Design Phase</b>	<b>\$108,450</b>
Design Development Phase	\$144,600 (if approved for commencement)
Construction Document Phase	\$289,200 (if approved for commencement)
Bidding	\$36,150 (if approved for commencement)
Construction Administration	<u>\$144,600 (if approved for commencement)</u>
<b>Total</b>	<b>\$723,000</b>

**Only the Schematic Design fee is being requested for contracting at this time. Fees for other phases can be contracted at a later date.**

### **Additional Services**

For additional services directed by the Owner, compensation shall be on an hourly basis in accordance with the Schedule of Hourly Rates shown below. Where the Scope of Additional Services can be clearly defined, we will work on an hourly basis with a pre-defined, not to exceed lump sum limit.

### **Schedule of Hourly Rates**

<b>Personnel</b>	<b>Rate/Hour</b>
Senior Principal – Architecture	\$275.00
Architect	\$145.00
Senior Architectural Staff	\$115.00
Architectural Staff	\$90.00
Architectural Intern	\$55.00
Senior Engineer	\$190.00
Engineer	\$150.00
Senior Engineering Staff	\$130.00
Engineering Staff	\$110.00
Senior Interior Designer	\$170.00
Senior Construction Administrator	\$145.00
Graphic Design	\$80.00
Administrative Assistant	\$70.00

## City of Prairie Village New Public Works Facility

Page 1

# Project-Work Plan

September 25, 2019

### Schematic Design (5 weeks)

#### SD Meeting 1

**Owner Meeting**

October 1, 2019

#### **Design Kickoff Meeting**

- Introductions
- Review Final Program
- Present Initial Bubble Diagrams and Adjacencies
- Sustainability Review – Discuss LEED Goals
- Discuss Work Plan and Schedule
- **Owner/User comments**

#### SD Meeting 2

**Owner Meeting**

October 15, 2019

#### **Design Update Meeting**

- Present Updated Bubble Diagrams and Adjacencies
- Present initial plan concepts
- Initial Site/Civil Concepts
- Sustainability Review – Initial LEED Scorecard
- Discuss Work Plan and Schedule
- **Owner/User comments**

#### SD Meeting 3

**Owner Meeting**

October 29, 2019

#### **Schematic Design Wrap-up Meeting**

- Present final schematic plan
- Present design model
- Present schematic Site Design
- Present initial HVAC system concepts
- Present initial electrical concepts
- Present Final LEED Scorecard
- **Owner/User comments**

#### Document Submittal

November 8, 2019

**Submit SD Documents for Owner Review  
Begin SD Pricing Exercise**





## City of Prairie Village New Public Works Facility

Page 2

# Project-Work Plan

September 25, 2019

### Design Development (7 weeks)

#### DD Meeting 1

#### Owner Meeting

Week of November 18th

#### **Design Update Meeting**

- Present design concept update – Focus Area 1 (Garage and Shop Areas)
- Present Site/Civil Design updates
- Sustainability Updates

#### Budget Pricing No. 1

#### Owner Meeting

November 22, 2019

#### **Estimate Review Meeting**

#### Document Submittal

December 2, 2019 by Noon

**Submit Pricing/Schematic Design Packet for Council**

#### DD Meeting 2

#### Owner Meeting

Week of December 2<sup>nd</sup>

#### **Design Update Meeting**

- Review updates from DD Meeting 1
- Present design concept update – Focus Area 2 (Office and Crew Areas)
- Present updated interior finish concepts
- Present updated site/civil concepts
- Sustainability Updates
- **Owner/User comments**

#### Council Presentation

#### Formal Presentation

December 16, 2019 at 6:00 pm **City Council Presentation**

## City of Prairie Village New Public Works Facility

Page 3

# Project-Work Plan

September 25, 2019

### **DD Meeting 3**

### **Owner Meeting**

Week of December 9<sup>th</sup>

#### **Design Update Meeting**

- Review updates from DD Meeting 2
- Present design concept update – Focus Area 3 (Wash Bay and Other Support Spaces)
- Present updated interior finish concepts
- Present updated MEP concepts
- **Owner/User comments**

### **DD Meeting 4**

### **Owner Meeting**

Week of December 23<sup>rd</sup>

#### **Design Development Wrap-up Meeting**

- Present final floor plan
- Present final interior elevations
- Present final finish concepts
- Present final site/civil concepts
- Present final HVAC system concepts
- Present final lighting concepts
- **Owner/User comments**

### **Document Submittal**

Week of December 30<sup>th</sup>

**Submit DD Documents for Owner Review**

**Begin DD Pricing**

**Schedule Initial Codes Meeting with City of Prairie Village**

**Schedule Initial Meeting with Johnson County Wastewater**

## **Construction Documents** (12 weeks)

### **Budget Pricing No. 1**

### **Owner Meeting**

Week of January 20<sup>th</sup>, 2020

**Estimate Review Meeting**

### **Drawing Submittal**

Week of February 10<sup>th</sup>

**Submit 50% Drawings for Owner Review**



## City of Prairie Village New Public Works Facility

Page 4

# Project-Work Plan

September 25, 2019

### CD Meeting 1

Owner Meeting

Week of February 17<sup>th</sup>

#### **50% Construction Document Review**

- Review Site/Civil Drawings and Specs
- Review Architectural/Structural Drawings and Specs
- Review Mechanical Drawings and Specs
- Review Electrical Drawings and Specs
- **Owner/User comments**

### Drawing Submittal

Week of March 9<sup>th</sup>

**Submit 95% Drawings for Owner Review**

### CD Meeting 2

Owner Meeting

Week of March 16<sup>th</sup>

#### **95% Construction Document Review**

- Review Site/Civil Drawings and Specs
- Review Architectural/Structural Drawings and Specs
- Review Mechanical Drawings and Specs
- Review Electrical Drawings and Specs
- **Owner/User comments**

### Drawing Submittal

March 27, 2020

Submit Final Documents for all Building Permits  
**Submit Final Documents for Pricing**

## Pricing (3-4 weeks)

### Bid Meeting 1

Owner Meeting

Week of April 20<sup>th</sup>, 2020

**Bid Opening/Set GMP**

### Council Presentation

Formal Presentation

May 4, 2020 at 6:00 pm

**Present Final GMP to City Council**





## City of Prairie Village New Public Works Facility

Page 5

# Project-Work Plan

September 25, 2019

### **Construction** (12 months)

#### **Construction Notice to Proceed**

May 5, 2020

Construction Start

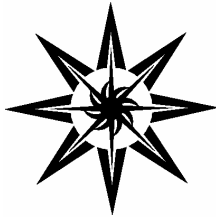
### **Construction Substantial Completion**

May, 2021

### **Owner Occupancy**

June 2022





**PUBLIC WORKS DEPARTMENT**  
**Clark Enersen Contract for PW Building-Schematic Design**  
**Attachment #4**

**The Clark Enersen Partners LEED Projects**

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During the past 15 years we have been involved in the design of buildings that meet the highest levels of LEED Certification. In 2004, we completed the EPA Region Seven Center for Science and Technology in Kansas City, Kansas. Consistent with their own mission, we were asked to explore all “green” or sustainable opportunities in the design of the facility, a very challenging task on laboratory facilities considering the frequent air changes required for this building type. We are very proud of the fact that the EPA Region Seven Center for Science and Technology achieved a LEED Gold Certification—notably, the third LEED Gold Certified laboratory in the country and only one of a dozen facilities throughout the country to achieve this status at the time. Members of our firm were heavily involved in not only the design, but also the documentation required for Certification.

**LEED Gold**

- EPA Region 7 Science & Technology Center - 2003 - Kansas City, Kansas
- **Assurity Center Corporate Headquarters - 2011 - Lincoln, Nebraska**



- University of Nebraska Medical Center, Davis Global Center (Registered LEED, in construction) est. 2019 - Omaha, Nebraska
- National Western Animal Health Building, (Registered LEED, in Design) - Fort Collins, Colorado

**LEED Silver**

- **Missouri University of Science & Technology, James E. Bertelsmeyer Hall and Biological Engineering Building - 2014 - Rolla, Missouri**



- University of Nebraska Medical Center, Eppley Cancer Research Center - early 2000s - Omaha, Nebraska
- Black Hills State University, Life Sciences Laboratory - 2010 - Spearfish, South Dakota

- **Missouri State University, Bond Learning Center - 2011 - Springfield, Missouri**



- South Dakota State University, Dairy Microbiology - 2011 - Brookings, South Dakota
- University of Nebraska Medical Center, Lozier Center for Pharmacy Sciences and Education and Center of Drug Discovery - 2016 - Omaha, Nebraska
- Colorado State University, Translational Medical Institute - 2018 - Fort Collins, Colorado
- South Dakota State University, Animal Disease Research and Diagnostic Laboratory (Registered LEED, in Construction) - Brookings, South Dakota
- Johnson Family Equine Hospital, (Registered LEED, in Construction) - Fort Collins, Colorado

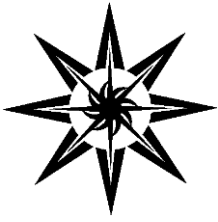
#### **LEED Certified**

- Farm Credit Services of America Retail Facilities - mid 2000s- Marshalltown, Manchester, and Sheldon, Iowa
- **Colorado Mesa University, Wubben Hall of Science - 2010 - Grand Junction, Colorado**



- University of Missouri-Columbia, Animal Resources Center - 2013 - Columbia, Missouri

The Clark Enersen Partners currently have 17 LEED Accredited Professionals in our firm, covering each of our design disciplines of architecture, landscape architecture, and mechanical, electrical, and structural engineering. Our professionals have designed or completed more than 500,000 square feet of LEED Gold and Silver Certified facilities.



## ENVIRONMENTAL COMMITTEE

City Council Meeting: October 7, 2019

Consider approval of a pilot program for curbside collection of glass and food composting for a period of 6 months.

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### RECOMMENDATION

The Environmental Committee has met with both service providers and strongly recommends moving forward with the pilot programs. The proposed pilot programs will provide essential information to inform the ultimate decision of whether a permanent program will be feasible and effective.

### SUGGESTED MOTION

Motion to direct staff to move forward with a 6 month pilot program with Compost Collective KC and Glass Bandit to gather information relevant to feasibility, interest, and effectiveness of a potential permanent program, and return to council at the conclusion of the 6 month pilot program to discuss results of the program to allow the council to determine whether to move forward with a permanent city program.

### ATTACHMENTS

- Compost Collective Proposal/Presentation
- Glass Bandit Proposal/Presentation

Prepared By:

Tucker Poling  
Environmental Committee/Ward III Councilmember  
Date: October 2, 2019

WHO WE ARE: Compost Collective KC (CCKC) is a food waste collection company based out of Kansas City, MO. We started our company in 2017 and have expanded to most of the Kansas City metro in that time. We are an innovative company with the primary focus on improving the environment and diverting food waste from landfills. We consistently receive positive reviews from our customers on our ability to provide a convenient and clean service with clear and frequent communication.

#### PROBLEM:

- Food waste in landfills emits methane which is 28x more harmful than CO<sub>2</sub> from compost
- Of the top 100 most impactful carbon drawdown solutions,
  - Food waste reduction is #3
  - Compost is #60
- Based on average usage, PV has potential to divert 2.2 million pounds per year

#### PILOT SUMMARY:

We propose launching a pilot for food waste collection to 20-100 homes in each of Prairie Village's six wards. We will collect either weekly or every other week (based on city's approval) and will clean out the buckets and replace the liners at each collection. CCKC will send out reminder emails to every household by 7p on the evening prior to collection.

Once a month, CCKC will report back to Prairie Village with the following information:

- Usage rate
- Pounds diverted from the landfill
- Top comments from customers

After the initial 3 months, CCKC will send out a survey to compost subscribers to gauge satisfaction and better understand what can be improved upon. Survey data will include:

- Overall satisfaction
- Impact on household waste output
- Desire to continue services

Once the pilot is complete, to understand success, CCKC will evaluate:

- Total household usage rate
- Average household satisfaction (based on survey results)
- Total pounds of food waste diverted from the landfill

#### IMPLEMENTATION:

While CCKC is a small family-run company, this in no way inhibits our ability to scale. We have outlined our plan for city-wide growth below. We believe that our size is in fact a benefit, as we fully understand what our customers' needs are, and place an emphasis on delivering the best customer service from start to finish. Due to our nimbleness as a small company, we have been able to change our processes to be the most efficient and customer-friendly over the past two years.



To start the pilot, there would be little to no changes to our business, as far as new vehicles or additional employees are concerned. In order to implement food waste collection to the entire city of Prairie Village (based on 8,800 households), CCKC plans to:

- Staffing Requirements:
  - Hire 1-2 additional staff members to cover customer service and administrative work, 7-12 drivers to handle collection routes (based off biweekly or weekly service).
- Trucks:
  - Acquire 7-12 additional standard pickup trucks with leak-proof dumps (based off biweekly or weekly service).

Should there be inclement weather, CCKC will follow the schedules of Republic Services (if they skip collection, we will also delay our collection).

If there are truck-related issues, we have a relationship with CityRent-a-Truck for backup vehicles

**CUSTOMER RELATIONS:**

CCKC will handle all customer service issues related solely to food waste collection including (but not limited to):

- Customer service phone line (including text)
- Dedicated PV customer outreach email
- Missing bucket form (accessible via website)
- Customer question/comment form (accessible via website)

**COST/SCHEDULE:**

During the pilot phase, CCKC will collect on a set day of the week every (or every other) week between 7:30a-4:30p.

<b>2019-2020</b>	<b>Weekly Collection</b>	<b>Bi-Weekly Collection</b>
<b>Monthly Pilot Cost (+ \$8 bucket deposit)</b>	\$17/month	\$10/month

Total pilot costs for 6 months (120 homes)

- Biweekly: \$7,200
- Weekly: \$12,240

Initial Bucket Deposit for 120 homes (include 10 additional buckets as replacements): \$1,040

**City-Wide Expansion:**

- Pricing and other terms will be reevaluated upon completion of the pilot program

*Compost*

C O L L E C T I V E K C

CURBSIDE COMPOSTING



## Why compost food waste?

- Food waste in landfills emits methane which is 28x more harmful than CO<sub>2</sub> from compost
- Of the top 100 most impactful carbon drawdown solutions,
  - Food waste reduction is #3
  - Compost is #60
- Based on average usage, PV has potential to divert 2.2 million pounds per year



# Pilot Proposal

- 6 month pilot
- Launch 20-100 homes in *each ward*
- Process to include:
  - Either weekly or every other week service
  - Bucket Cleaning
  - Replace the liners
- Collection on set day of week (tbd.) between 7:30a-4:30p



# Costs

2019-2020	Weekly Collection	Bi-Weekly Collection
Monthly Pilot Cost (+ \$8 bucket deposit)	\$17/ month	\$10/ month

Total pilot costs for 6 months (120 homes)

- Biweekly: \$7,200
- Weekly: \$12,240

Initial Bucket Deposit for 120 homes (include 10 additional buckets as replacements): \$1,040

A photograph of a green trash bin with a white liner. The bin is open, and the lid is on the left. Inside the bin, there are red flowers, a black object, and some brown paper. The bin is sitting on grass.

# Reporting

Once a month, CCKC will report the following:

- Usage rate
- Pounds diverted from the landfill
- Top comments from customers



A photograph showing a green plastic trash bin lid on the left and a white plastic trash bag on the right. The bag is filled with food waste, including a red flower, a black piece of food, and other organic matter. The scene is set outdoors on grass.

# Measuring Success

- 3/6 Month survey data will include:
  - Overall satisfaction
  - Estimated impact on household waste output
  - Desire to continue services
- Once the pilot is complete, CCKC will evaluate:
  - Total household usage rate
  - Average household satisfaction (based on survey results)
  - Total pounds of food waste diverted from the landfill



# Customer Relations

CCKC will handle all customer service issues related solely to food waste collection including (but not limited to):

- Customer service phone line (including text)
- Dedicated PV customer outreach email
- Missing bucket form (accessible via website)
- Customer question/comment form (accessible via website)





# Scalability

## Pilot:

- 0-1 new collection vehicles
- 0-1 additional employees

## City-Wide (8,800 households):

- 1-2 additional staff for customer service and administrative work
- 7-12 drivers (based off biweekly or weekly service)
- 7-12 additional standard pickup trucks with leak-proof dumps



# Additional Items

## **Inclement Weather:**

CCKC will follow the schedules of Republic Services (if they skip collection, we will also delay our collection)

## **Mechanical Issues:**

If there are truck-related issues, we have a relationship with CityRent-a-Truck for backup vehicles

## **City-Wide Expansion:**

Pricing and other terms will be reevaluated upon completion of the pilot program



# Questions

# Compost Collective KC : Process



PV resident fills bucket with food scraps  
(even meat + dairy + paper towels + pizza boxes!)



We swing by and:

1. Collect the scraps
2. Clean the bucket and lid
3. Replace the compostable liner



We haul the scraps to a farm or MO Organic to be turned into nutrient-dense soil and keep it out of the landfill





## Why CCKC?

- Family run
- Highly responsive to customer outreach
- Household / community education
- Environmental focus throughout: paperless, route efficiency, limit shipping, etc.
- Focus on scalable process
- Clean & convenient for customers
- Focus on residential customers
- Accept meat, dairy, shellfish, paper towels, used pizza boxes, and anything labeled 'compostable at an industrial facility'

# Curbside Glass Recycling for Prairie Village by GlassBandit



(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

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

# Pilot Program – Option 1

## About the Pilot Program

- 6-month program (150 participants)
- Designed to trial GlassBandit's services for PV residents interested in the program
- PV residents opt into program on a first-come, first-serve basis (open to all Wards)

## Process

- Each home receives an 18-gallon curbside bin
- Residents place bin at curb every other trash day, leaving at least 3 ft of space from the other trash/recycling carts
- GlassBandit empties the glass from the bin into its trucks and returns the same bin to each home

## Costs

- \$3/mo per home
- \$7 bin deposit per home



# Pilot Program – Option 2

## About the Pilot Program

- 6-month program (100-600 participants)
- Designed to measure the interest of PV residents in a curbside glass recycling program
- Each Ward Representative can choose to opt-in own neighborhood
- Homes included in the pilot may opt-out of the program

## Process

- Each home receives an 18-gallon curbside bin
- Residents place bin at curb every other trash day, leaving at least 3 ft of space from the other trash/recycling carts
- GlassBandit empties the glass from the bin into its trucks and returns the same bin to each home

## Costs

- \$2/mo per home
- \$7 bin deposit per home



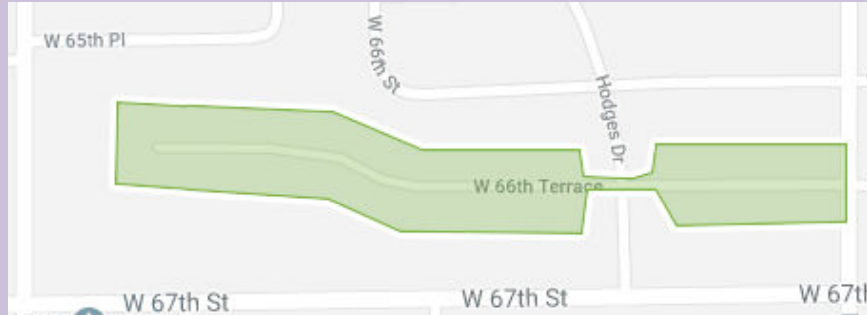


# Pilot Program – Option 2

## Ward 1

- A. Chad Herring – 50 homes; \$100/mo
- B. Jori Nelson – 60 homes; \$120/mo

A.



B.



Adjustments to zone can be made per Ward representative request

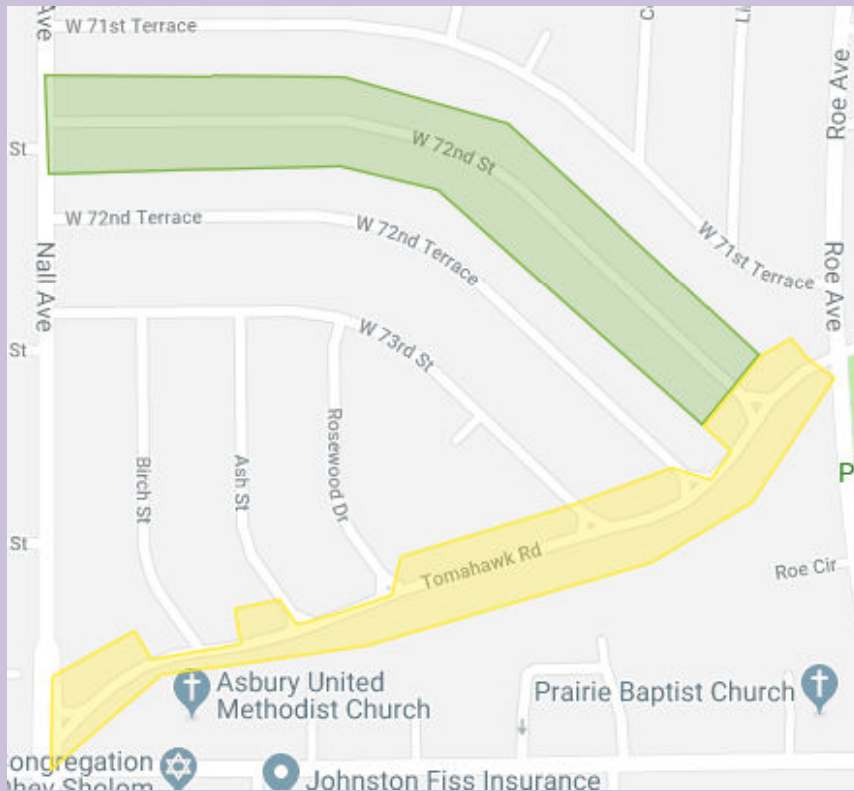
# Pilot Program – Option 2

## Ward 2

- A. Serena Schermoly – 77 homes; \$154/mo
- B. Ron Nelson – 39 homes; \$78/mo

A.

B.



Adjustments to zone can be made per Ward representative request

(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

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

# Pilot Program – Option 2

## Ward 3

- A. Andrew Wang – 69 homes; \$138/mo
- B. Tucker Poling – 43 homes; \$86/mo

A.

B.



Adjustments to zone can be made per Ward representative request

(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

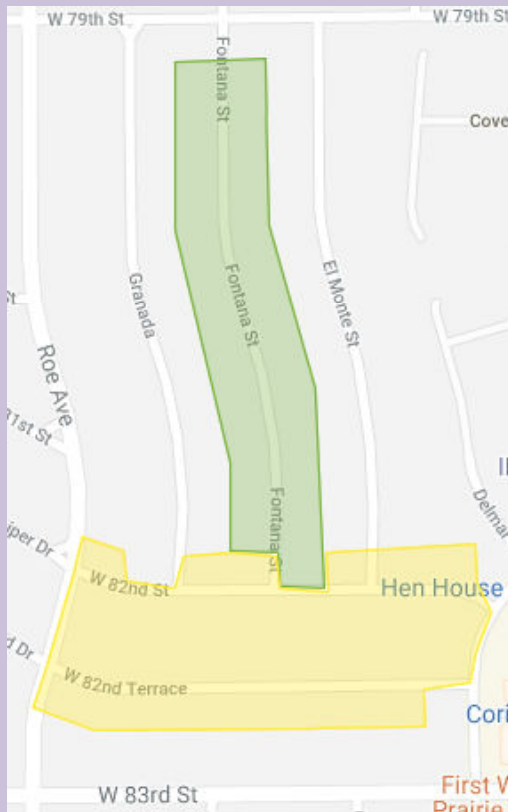
[www.glassbandit.com](http://www.glassbandit.com)

# Pilot Program – Option 2

## Ward 4

- A. Brooke Morehead – 34 homes; \$68/mo
- B. Sheila Myers – 43 homes; \$86/mo

A.



B.

Adjustments to zone can be made per Ward representative request

(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

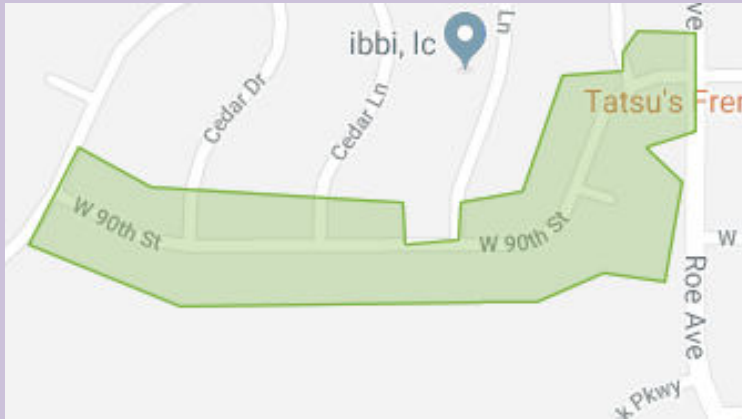
[www.glassbandit.com](http://www.glassbandit.com)

# Pilot Program – Option 2

## Ward 5

- A. Courtney McFadden – 38 homes; \$76/mo
- B. Daniel Runion – 70 homes; \$140/mo

A.



B.



Adjustments to zone can be made per Ward representative request

(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

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

# Pilot Program – Option 2

## Ward 6

- A. Ted Odell– 36 homes; \$72/mo
- B. Terrence Gallagher– 36 homes; \$72/mo

A.



B.



Adjustments to zone can be made per Ward representative request

(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

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

# Pilot Program - Results

## Measuring Success

- GlassBandit will provide Prairie Village with data on a monthly basis, including...
  - Participation Rate (number of homes that use the service)
  - Usage Rate (number of homes that use the service each pickup)
  - Tonnage (estimate of glass tonnage recycled)

## Projected Statistics for Option 1

- 95% Participation Rate
- 70% Usage Rate

## Projected Statistics for Option 2

- 85% Participation Rate
- 35% Usage Rate



# City-Wide Program

## Current Operation

- GlassBandit has 3 drivers and 2 trucks
  - Jamie Arnold (owner) also serves as a backup driver
- 1 driver and 1 truck are needed for the pilot program
- It takes ~30 minutes to complete pickup for 100 neighboring homes

## Scaling Up

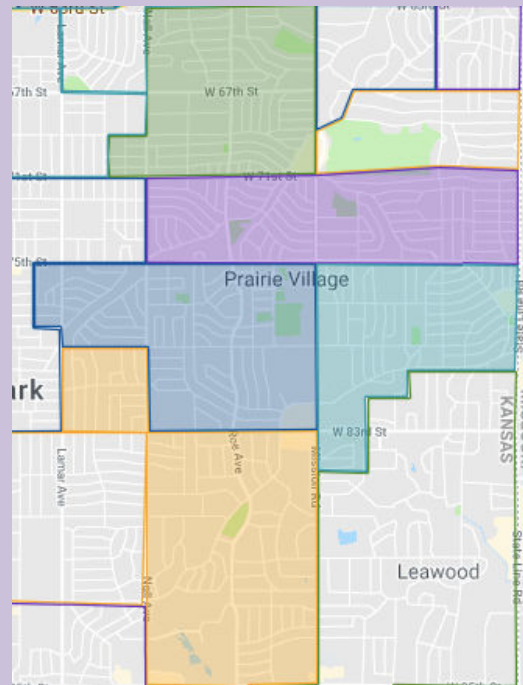
- It will take approximately an average of 8.5 total hours to complete each pickup day
- 1 truck can complete each route, but workloads will be divided between 2 trucks and 2 drivers
- 1 additional truck will be purchased to allow for a backup vehicle
  - GB also has contract with Herc Rentals and City Rent A Truck for additional backup
- 1-2 more drivers will be hired



# City-Wide Program

## Pickup Days

- Every other trash day
- Monday - Green
- Tuesday – Orange
- Wednesday – Purple
- Thursday – Blue
- Friday - Turquoise



## Costs

- \$7 bin deposit per home (8,400); \$58,800
  - No additional deposit for bin replacements
- \$2/mo per home; \$16,800/mo; \$201,600/yr

# Customer Service

## Communication

- GlassBandit will manage customer service entirely
- Residents can contact GB via website, email, phone, and text
  - PV may share this information on its website, newsletters, and anywhere PV residents may reference
- Introduction letter will be included with each bin
  - Overview of service and program
  - List of acceptable and unacceptable items
  - Pickup schedule
  - Information on opting-in for pickup reminder emails

## Reputation

- GB places strong emphasis on customer service
- 5-star rating on Facebook (36 reviews)
- 5-star rating on Google (29 reviews)

# Questions?



(913) 721-6970

[info@glassbandit.com](mailto:info@glassbandit.com)

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



## ADMINISTRATION

Council Committee Meeting Date: October 7, 2019

### Village Voice Redesign

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#### ISSUE

Staff is requesting City Council direction regarding the redesign of the citywide newsletter, the Village Voice.

#### BACKGROUND

The Village Voice is the City's bi-monthly newsletter. It is mailed to every residential address in city limits. Articles in the Village Voice are written by City staff and advisory board representatives and sent to Boelte-Hall, a print solutions company based in Roeland Park. Boelte-Hall's staff is responsible for the layout and design of the newsletter. After the layout is approved by City staff, Boelte-Hall prints and distributes the newsletter using the City's bulk mail permit.

The newsletter was last redesigned in June of 2009. City staff has been working with Boelte-Hall on various redesign options for City Council consideration. Those redesign options are:

- Option 1: Traditional style newsletter designed by Boelte-Hall on matte paper
- Option 2: Traditional style newsletter designed by City staff on matte paper
- Option 3: Magazine style newsletter designed by City staff on glossy paper

Examples of each option will be distributed at the Council Meeting.

With Option 1, Boelte-Hall's creative staff would continue to design the newsletter utilizing photos and articles submitted by the City. With Option 2 or Option 3, City staff would be responsible for the design of the newsletter, utilizing Adobe InDesign software. This would allow staff maximum flexibility with the design as well as submission deadlines.

#### FUNDING

The pricing structure for each option includes 8-page, 12-page, or 16-page newsletters as outlined, based on a quantity of 10,650 newsletters:

Option 1: Traditional-style newsletter designed by Boelte-Hall

- 8 pages - \$3,515
- 12 pages - \$4,829
- 16 pages - \$5,832

(This is also the 2019 pricing.)

Option 2: Traditional-style newsletter designed by City staff

8 pages - \$3,167  
12 pages - \$4,296  
16 pages - \$5,094

Option 3: Magazine-style newsletter designed by City staff

8 pages - \$3,345  
12 pages - \$4,575  
16 pages - \$5,449

Should the Council choose to move forward with Option 3: Magazine-style on glossy paper, and the need arose for Boelte-Hall to resume design work, the price would be:

8 pages - \$3,731  
12 pages - \$5,108  
16 pages - \$6,187

The 2020 budget includes \$30,000 for the Village Voice.

**ATTACHMENTS**

N/A

**PREPARED BY**

Ashley Freburg  
Public Information Officer  
Date: October 1, 2019

**MAYOR'S ANNOUNCEMENTS**  
**Monday, October 7, 2019**

Arts Council	10/09/2019	5:30 p.m.
Arts Reception	10/11/2019	6:00 p.m.
Parks and Recreation Committee	10/16/2019	5:30 p.m.
City Council	10/21/2019	6:00 p.m.
Wassmer Park Opening and Naming Dedication	10/26/2019	2:00 p.m.

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The Prairie Village Arts Council is pleased to feature the State of the Arts 2019 during the month of October. The artist reception will be held from 6:00 p.m. to 8:00 p.m. on Friday, October 11.

**INFORMATIONAL ITEMS**  
**October 7, 2019**

1. Planning Commission meeting minutes - September 10, 2019
2. October Plan of Action

**PLANNING COMMISSION MINUTES**  
**September 10, 2019**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 10, 2019 in the Council Chambers at 7700 Mission Road. Chair Nancy Wallerstein called the meeting to order at 7:00 p.m. with the following members present: Jonathan Birkel, James Breneman, Patrick Lenahan, Melissa Brown, Greg Wolf and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, City Building Official; Ron Nelson, Council Liaison; and Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Mr. Breneman moved for the approval of the minutes of the August 6 regular Planning Commission meeting as presented. Mr. Birkel seconded the motion, which passed 5-0, with Mr. Lenahan and Mr. Wolf in abstention.

**PUBLIC HEARINGS**

**PC2019-116 Special Use Permit Renewal - 7700 Mission Road Tower**

Mr. Brewster stated that the permit renewal application was for the Sprint Spectrum equipment on the existing cell tower located on the municipal grounds behind City Hall. A site plan review was completed in 2018 when the equipment was last changed out. The special use permit was previously renewed in 2009 for a ten-year period; if approved, this renewal would extend for another 10 years. Mr. Brewster added that staff recommended approval subject to the same 10 conditions included in the previous renewal, along with the following new condition:

11. If the existing tower, or the overall SUP for the existing tower is amended in any way to accommodate structural changes for new equipment or a different capacity for this tower, or a new tower is constructed, the applicant shall comply with all design conditions in place at that time or which may be conditions of the new construction.

The applicant, Ann Kooyman, representing KGPCo, stated that she had no concerns with the conditions made by staff. Mrs. Wallerstein opened the public hearing at 7:04 p.m. With no one present to speak, Mrs. Wallerstein closed the hearing at 7:05 p.m.

**Mr. Breneman made a motion to approve the renewal of the special use permit, subject to the conditions recommended by staff. Mr. Wolf seconded the motion, which passed unanimously.**



## **NON-PUBLIC HEARINGS**

### **PC2019-117 Re-Plat Application - 7609 Fontana Street**

Mr. Brewster said that no procedure in the subdivision regulations existed to address lot splits of more than two lots. As a result, such applications must be reviewed via the final plat process. The property is located on the northeast corner of 77<sup>th</sup> Street and Fontana Street, and the applicant is proposing to split it into three lots: two facing Fontana, and one facing 77<sup>th</sup> Street. The property is zoned R-1B, and the dimensions of the proposed lots are consistent with zoning requirements and surrounding lot size patterns.

Mr. Brewster added that there is a sewer easement on the 77<sup>th</sup> Street side of the existing lot, and it is unclear whether additional easements would be needed to deliver power to Lot 1. He noted that any new public easements would require City Council approval. Furthermore, notice will have to be given to surrounding property owners before the existing home on the site is torn down, and any new structures will need to comply with neighborhood design standards.

Tim Tucker with Phelps Engineering spoke on behalf of the applicant, Fontana Partners, LLC. Mr. Tucker stated a 100-foot extension would need to be added to the existing sanitary sewer to serve the home built on Lot 1. Electrical service currently runs along the northern edge of the property, and would need to be extended at the rear of Lot 1, along with a pedestal to serve the home on Lot 2. Water and gas service will not need any additional easements. Mr. Tucker stated he was in agreement with the following four conditions recommended in the staff report:

1. To the extent that any of the easements shown on the plat are new easements and are dedicated to the City for public use, the Final Plat shall be submitted to the Governing Body for acceptance. In addition, the applicant shall confirm that no additional easements are necessary to serve Lot 1, or provide revised easements to be reviewed by Public Works prior to recording or any required acceptance by the Governing Body.
2. The requirement for sidewalks on both sides of the street is waived, since there are no sidewalks on any other lots along these block faces (east side of Fontana and north side of 77<sup>th</sup>), and sidewalks do exist on the opposite sides of each street.
3. That the applicant submit the Final Plat to the County (surveying and engineering) after approval and execution of all required signatures by the City.
4. Prior to any demolition or construction on the lots, the property owner(s) shall have provide notice to neighbors as required by the zoning ordinance. All new construction shall meet the neighborhood design standards applicable to new construction in R-1B, including the preservation or replacement of street trees.

**Mr. Lenahan made a motion to approve the site plan, subject to the conditions recommended by staff. Mr. Breneman seconded the motion, which passed unanimously.**

## **OTHER BUSINESS**

### **Review site plan criteria in zoning regulations**

Mr. Brewster stated that a public meeting on the proposed changes to zoning regulations would be held on September 17, after which they would be brought back before the Planning Commission in a public hearing at its October meeting. The updates affect sign regulations, landscape regulations, renewable energy regulations and site plan criteria. Mr. Brewster shared a presentation outlining the decision-making abilities of the Planning Commission, the Board of Zoning Appeals and City Council. Although the Planning Commission has limited discretion, it serves as the “gatekeeper” for zoning issues, and provides professional expertise to assist staff in making decisions.

Mr. Brewster reviewed section 19.32.030 of the zoning regulations regarding the standard of approval for site plan applications. Sections E and F in particular are vague and do not provide applicants and Commission members the specific detail needed to have a valuable discussion. Proposed changes in Section E focus on streetscapes and adjacent sites, while changes to Section F address the quality and appearance of building design, including materials, patterns and consistency.

Mr. Valentino stated that the new text in Section E.3 was nearly identical to Section A. He added that he liked the balance between vehicle and pedestrian circulation, and asked whether additional language regarding sustainability was needed. Discussion was also held to determine whether Sections F.2 and F.3 adequately addressed design consistency. Mr. Brewster stated that Section F.2 is more focused on design, whereas F.3 addresses pattern and material consistency.

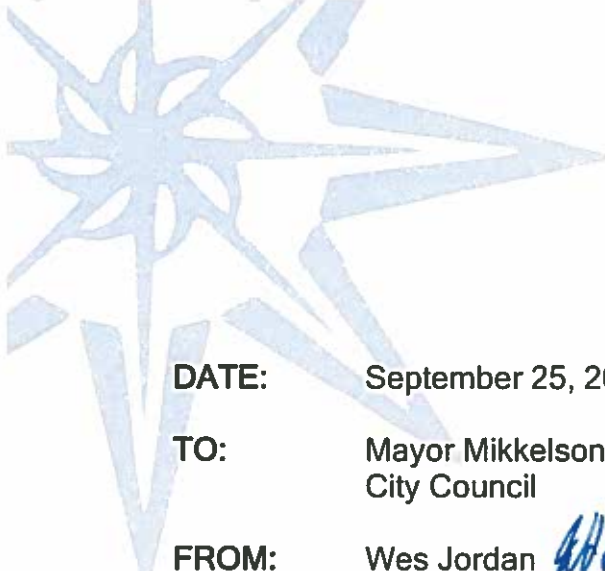
Mr. Brewster noted that it was important to be consistent when evaluating site plan applications rather than looking at each uniquely. Mr. Wolf shared that he was concerned about the approval standards becoming too specific. Mr. Brewster stated that if Section F.2 was made less vague, it could be applied more consistently and objectively. Mr. Birkel and Mr. Valentino agreed that building scale and proportion should be included in Section F.2.

Mrs. Wallerstein asked what the phrase “impact on the character of the surrounding neighborhood” meant in Section F, and if it appropriately described how a building interacts with the surrounding area. Mr. Lenahan suggested that a phrase such as “the relationship of the proposed building with the surrounding character of the neighborhood” would be a better choice.

## **ADJOURNMENT**

With no further business to come before the Commission, Chair Nancy Wallerstein adjourned the meeting at 8:17 p.m.

Nancy Wallerstein  
Chair



# THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

**DATE:** September 25, 2019

**TO:** Mayor Mikkelson  
City Council

**FROM:** Wes Jordan 

**SUBJECT:** OCTOBER PLAN OF ACTION

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

- UCS Board Replacement - Wes (10/19)
- Court Bonding Procedures Review - Chief/Deana/Jamie (10/19)
- Glass/Compost Recycling Presentation - E/C (10/19)
- Arbor Day Council Policy Update - Tree Board/Wes (10/19)
- Leadership NE Coordination - Ashley (10/19)
- Website Redesign - Ashley/Adam (10/19)
- Legislative Forum/Roundtable Meetings - Jamie/Wes (10/19)
- Legislative Platform - Jamie/Wes (10/19)
- Comprehensive Roles and Responsibilities Review - Wes (10/19)
  - Assistant City Administrator Replacement
- Future Projects/Debt Forecasting - Wes (10/19)
- 2020 Salary Ranges - Amy/Jamie (10/19)
- 2020 Benefits/Insurance Renewal - Amy/Jamie (10/19)
- Village Voice Articles - Staff (10/19)
- State of Arts Event - Arts Council/Staff (10/19)
- Committee Volunteer Applications - Staff (10/19)
- Watershed Interlocal Agreement - Keith (10/19)
- Meadowbrook Park Update to Park & Rec - Wes (10/19)
- JOCO Arts Proclamation/Presentation - Adam (10/19)
- Final Assembly of 2020 Budget - Lisa (10/19)
- KC Rising Presentation - Adam (10/19)
- MARC Regional Drone Forum Presentation - Wes (10/19)
- Civic Center
  - Survey Vendor Contract/Questions - Staff (10/19)

### In Progress

- AT&T Phone Contract - Jake (09/19)
- Diversity Training For Non-PD Personnel - Byron/Amy (09/19)

- Wassmer Park Dedication Event - Staff (09/19)
- PW New Facility Consideration - Keith (09/19)
- Area Community Center/Library Tours - Jamie (09/19)
- Civic Center
  - Survey Questions - Staff/Committee (08/19)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Animal Enumeration - Adam (08/19)
- Fee Schedule Review - Adam (08/19)
- ROW Ordinance Updates Wireless Facilities - David/Staff (08/19)
- STO/UPOC Update - Deana/Jamie/PD/Prosecutor (08/19)
- 63<sup>rd</sup> Street Speed Limit Review - PW/PD (08/19)
- City Treasurer Recruitment - Lisa (07/19)
- JOCO Municipalities Housing Study Task Force - Jamie (07/19)
- Insurance Committee Vacancy - Lisa (06/19)
- Master Personnel Spreadsheet Updates - Staff (06/19)
- Solicitor Ordinance Updates - Adam/Wes (06/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)
- Statuary Maintenance Plan - TBD (05/19)
- Longevity Award Update - Amy/Wes (05/19)
- Property Maintenance Code Revisions - Jamie (03/19)
- Contractor's License Requirements/Revisions - Jamie (03/19)
- Census 2020 - Ashley (02/19)
- New Statue Location/Foundation/Easement - Keith/Wes (07/18)
- Personnel Policy Updates - Amy/Jamie (07/18)
- Village Voice Format Update - Ashley (02/18)
- Organization of City Records/Contracts - Adam (05/19)
- Village Vision/Comp Plan Update - Chris/Jamie/Wes (11/17)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)

### Completed

- Civic Center
  - Vendor Selection - Market Feasibility Study - Staff (09/19)
- WaterOne Event - Alley (09/19)
- Community Input Forum - Zoning Regulations Update - Jamie (09/19)
- Community Input Forum - New Skate Park - Keith (09/19)
- Shaffer Park Dedication Event - Ashley/PW (08/19)
- Local Elections/Taking Office - Adam (08/19)
- Community Input Forums - Village Vision 2.0 - Jamie (08/19)
- Drone Ordinance - David Waters (10/17)
- Jill Geller's Retirement - Wes (09/19)
- Lancer Day - Staff (09/19)
- Arts Council Chamber-in-Chamber Event - Lisa (09/19)
- JazzFest (06/19)

## Tabled Initiatives

- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- 2020 Initiative(s)
  - Municipal Code Software Research - Adam (03/19)
  - Annual Report Format Update - Staff (03/19)
  - Council Policy Website Update - Staff (11/17)