

The public may attend the meeting in person or view it online at <https://www.facebook.com/CityofPrairieVillage>.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Monday, March 20, 2023  
6:00 PM**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. APPROVAL OF THE AGENDA**

**V. INTRODUCTION OF STUDENTS AND SCOUTS**

**VI. PRESENTATIONS**

Teen Council Presentation: Bike-Lane Plan and Implementation on Mission Road  
David Allegri, Ainsley Pyle, and Ava Van Alstyne

**VII. PUBLIC PARTICIPATION**

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com) prior to 3 p.m. on March 20. Comments will be shared with Councilmembers prior to the meeting.

**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. Consider approval of regular City Council meeting minutes - March 6, 2023
2. Consider approval of expenditure ordinance #3024
3. Consider approval of the purchase of a 2023 R1250 BMW police motorcycle
4. Consider approval of the purchase of a 2023 Ford Utility PI AWD hybrid vehicle
5. Consider approval of bid award for highway rock salt
6. Consider approval of bid award for swimming pool chemicals

**IX. COMMITTEE REPORTS**

**X. MAYOR'S REPORT**

**XI. STAFF REPORTS**

Update on Ward Boundaries Project  
Nickie Lee/David Waters

**XII. OLD BUSINESS**

**XIII. NEW BUSINESS**

COU2023-12 Consider interlocal agreement with Johnson County for the Reimbursement of Project Design Costs Associated with Project MIRD0007: Mission Road near 68th Street Flood Control Project  
Cliff Speegle

COU2023-13 Consider interlocal agreement with Johnson County Wastewater for the Reimbursement of Sanitary Sewer Design Costs Associated with Project MIRD0007: Mission Road near 68th Street Flood Control Project  
Cliff Speegle

COU2023-14 Consider engineering design contract amendment with Affinis Corporation for Project MIRD0007: Mission Road near 68<sup>th</sup> Street Flood Control Project  
Cliff Speegle

COU2023-15 Consider approval of design agreement with Affinis Corporation for the design of the 2023 residential street program  
Melissa Prenger

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

**XV. ANNOUNCEMENTS**

**XVI. ADJOURNMENT**



**PRAIRIE VILLAGE**  
KANSAS

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
MARCH 6, 2023**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 6 at 6:00 p.m. Mayor Mikkelson presided.

**ROLL CALL**

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf, Bonnie Limbird, Piper Reimer, Greg Shelton, Courtney McFadden, Ian Graves, and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; Melissa Prenger, Public Works; Cliff Speegle, Public Works; City Attorney David Waters, attorney with Spencer Fane LLP; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mayor Mikkelson stated that public comment regarding the sustainability program management agenda item as well as consideration of its approval would be moved up on the agenda to take place prior to regular public participation.

**Mr. Shelton made a motion to approve the modified agenda. Ms. Selders seconded the motion, which passed 11-0.**

**INTRODUCTION OF STUDENTS AND SCOUTS**

No students or scouts were present at the meeting.

**PRESENTATIONS**

- Mrs. McFadden read a proclamation declaring March 2023 as Women's History Month in Prairie Village.

**NEW BUSINESS**

**COU2023-09      Consider approval of agreement with KERAMIDA for sustainability program management  
Meghan Boom**



Prior to considering approval of the agreement, Prairie Elementary School students Evie Lewis and Harper Shivers, as well as resident Melinda Lewis, 4630 W. 70<sup>th</sup> Street, shared their support for sustainability projects in the City.

Ms. Buum stated that during the 2023 budget process, the Environmental Committee, represented by Ms. Reimer and Mr. Shelton, proposed a decision package for sustainability program management in an amount not to exceed \$50,000. The request was approved by both the Finance Committee and City Council. Staff issued an RFP in late 2022.

Three bids were received; based on its background and strong understanding of the City's needs, KERAMIDA was the vendor selected. Ms. Buum added that the City was no longer under an agreement with Dynamhex, which had previously provided greenhouse gas emission mapping for the City.

Mr. Shelton said that utilizing KERAMIDA's services would provide information that would allow the Council to make informed choices and investments in facilities, vehicles, and other infrastructure in an effort to reach net zero carbon emissions by 2040.

Mr. Gallagher asked if parks would also be evaluated along with City infrastructure. Mr. Shelton and Ms. Reimer indicated that they would.

**Mrs. McFadden made a motion to approve the agreement with KERAMIDA for sustainability program management for the year 2023. The motion was seconded by Mr. Nelson and passed 11-0.**

### **PUBLIC PARTICIPATION**

- The following residents voiced concerns regarding certain proposals recommended by the Ad Hoc Housing Committee:
  - Jennifer Deitchman, 5307 W. 79<sup>th</sup> Terrace
  - Tom Ward, 22 Coventry Court
  - Julianne Lagerstrom, Homestead Drive
  - Jori Nelson, no address provided
  - Chet Hanson, 4620 W. 72<sup>nd</sup> Street
  - Patricia Uhlmann, 8221 Nall Avenue
  - Michael Shook, 5501 W. 81<sup>st</sup> Street
  - Hoyl Lockett, 4505 W. 93<sup>rd</sup> Street
  - John Anderson, 63<sup>rd</sup> Terrace
  - Betsy Hornbeck, 3631 Somerset Drive
  - Kate Faerber, 4806 W. 68<sup>th</sup> Street



- Terry O'Toole, 4610 Homestead Drive, shared his opposition to the proposal to allow Councilmembers to participate in the City's health, dental and vision insurance plans with the same cost-sharing as full-time City employees.
- Alan Bauman, no address provided, expressed his support for the adoption of the International Energy Conservation Code (IECC) 2021, addressing energy efficiency.
- Steve Snitz, 4310 W. 70<sup>th</sup> Terrace, spoke about the benefits of carbon dioxide.

### **CONSENT AGENDA**

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

1. Consider approval of regular City Council meeting minutes - February 21, 2023
2. Consider appointment of committee members
3. Consider award of contract with Vance Brothers, Inc. for the 2023 crack seal/micro surfacing program
4. Purchase request for police vehicles

**Mrs. McFadden made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed 11-0.**

### **COMMITTEE REPORTS**

- Ms. Limbird said that the Arts Council's new exhibit was on display at City Hall and would remain through April. Additionally, the show currently on display at Meadowbrook Park would stay up through June.
- Mrs. McFadden provided a summary of the Diversity Committee town hall event held on February 25.
- Mr. Cole Robinson said that the Diversity Committee had held a second planning meeting for its annual Juneteenth event, as well as a strategic planning session with Julie Brewer from United Community Services of Johnson County.
- Mr. Graves noted that the Tree Board met on March 1. Discussions included possible ways to partner with the Environmental Committee in 2023.
- Ms. Reimer stated that the newest issue of the Village Voice included several items related to the City's sustainability efforts.



### **MAYOR'S REPORT**

- The Mayor said he had attended the following events since the prior Council meeting:
  - A Johnson County/Wyandotte County Mayors meeting, at which the proposed bill eliminating city-level food sales taxes was discussed. The Mayor noted that the group would be writing a letter to state legislators in opposition to the bill.
  - A UCS Board meeting
  - A Mid-America Regional Council Board meeting
  - The U.S. Bank ribbon-cutting event at the Village Shops
- The Mayor noted the following upcoming events:
  - A meeting with the Johnson County Appraiser on March 9
  - The State of the County address on April 4

### **STAFF REPORTS**

- Mr. Jordan stated that the March plan of action was included in the meeting packet. Additionally, he shared that staff recently learned that the Johnson County Building Officials Association would be working together toward implementing the 2024 International Building Code along with staff from other Johnson County cities. Previously, staff had intended to adopt the 2021 International Building Code. Mr. Jordan said that he wanted Council to be aware that this was under consideration and there would be more follow up once staff had the opportunity to discuss further.
- Chief Roberson gave a presentation on the COPS Technology and Equipment grant that the Police Department had received. A total of \$638,000 had been awarded for the acquisition of license plate recognition technology and traffic cameras that would provide real-time crime information to patrol officers and help them locate and identify criminal suspects. He noted that policies and procedures were in place to limit access and restrict unauthorized use.
- Mr. Speegle provided an update on the project to address flooding issues at 68<sup>th</sup> Street and Mission Road. He stated that construction work would take place on Mission Road between Tomahawk Road and 67<sup>th</sup> Street and was anticipated to begin in the summer of 2023. The project cost would be split between the City and Johnson County.

### **OLD BUSINESS**

None

### **NEW BUSINESS**



**COU2023-11 Consider construction contract for the 2023 residential street rehabilitation program**

Ms. Prenger said that the annual program would include work on many streets throughout the City. Improvements would consist of new curbs and gutters, sidewalk, and an asphalt mill and overlay, and be funded by the 2023 residential street rehabilitation program.

She reported that staff had reviewed the bid proposal submitted by Superior Bowen for the 2023 program and confirmed the fairness of the proposed pricing based upon established bids from neighboring communities for projects of similar nature. Additionally, staff compared prices from 2022 and noted an acceptable 8% increase in overall project costs, given the recent rate of inflation.

Ms. Prenger stated that the contract would be awarded for \$2,495,000. Change order authorization up to \$200,000 additional dollars from the unallocated street account was also included, should the need for quick approval of changes required to complete the project arise. She added that the CIP Project, PAVP2023, funded approximately \$3,000,000 in construction annually, and that remaining funds would be used for the 68<sup>th</sup> Street and Mission Road project.

**Mrs. McFadden made a motion to approve the construction contract with Superior Bowen for the 2023 residential street rehabilitation program for \$2,495,000. The motion was seconded by Mr. Graves and passed 11-0.**

**Mr. Herring made a motion for the City Council to move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Shelton and passed 11-0.**

**COUNCIL COMMITTEE OF THE WHOLE**  
**2024 Budget goals and objectives**

Mr. Hannaman said that the next step in the budget process was to discuss goals and objectives for 2024, adding that the goals and objectives were developed under the framework of the Council's organizational priorities:

- Quality of life
- Superior services
- Community safety
- Be mindful of tax burden
- Invest in public realm
- Environmental sustainability



Mr. Hannaman noted that each year, the Council reaffirmed its goals and objectives specific to the upcoming budget year. The draft 2024 document carried forward the adopted 2023 budget goals and objectives with two recommended updates:

- Edit the reference to “maintain employee stability” to recognize the implementation of the 2022 salary and benefits study
- Edit an objective under “maintain quality streets, parks, and infrastructure” to emphasize long-term planning for capital needs, possibly including City facilities

Mr. Hannaman stated that due to the increase in compensation as a result of the salary study at the end of 2022, staff recommended a minimal amount of decision packages for 2024.

Mr. Shelton asked whether the City’s insurance provider had offered any incentives for the achievement of sustainability goals. Mr. Hannaman said he was unaware of any incentives.

**Mrs. McFadden made a motion to approve 2024 budget goals and objectives as presented. The motion was seconded by Mr. Graves and passed 11-0.**

**Discussion on adding members of the Governing Body to the City’s health, dental and vision insurance plans with the same cost sharing as if they were full-time City employees**

Mr. Schwartzkopf stated that at the January 17 meeting, Council had asked staff to research what type of compensation surrounding cities offered their mayors and councilmembers. A chart was included in the meeting packet that showed one city offered health insurance at the employee rate, one provided a subsidy, and the rest provided no discount. All cities polled offered a salary to their mayor and councilmembers, with an average of approximately \$1,200 per month for mayors and \$600 for councilmembers. Mr. Schwartzkopf added that he had contacted the City’s insurance broker and was told that a plan change would not be required to add councilmembers to the policy.

**After discussion, no motion was made to continue consideration of the item.**

**COU2023-10 Consider financial donation to the Shawnee Mission East PTA for senior after-graduation party**

Mr. Jordan said that for the past 12 years, the Shawnee Mission East PTA had provided a drug and alcohol-free party following its graduation ceremony to ensure the safety of students and celebrate their accomplishments. Approximately 99% of graduating seniors have historically attended the party, which included dinner, games, and raffle items. He noted that all funds for the event were raised through corporate and personal donations,





and that staff estimated nearly half of the 2023 graduating class were residents of Prairie Village.

Mayor Mikkelson said that some students in the City also attended other high schools, such as Kansas City Christian and Shawnee Mission South, for which donations might also be considered. He also noted that as Mayor, he had the discretion to make a donation without Council authorization but preferred to have buy-in from Councilmembers. The Mayor recommended a donation of \$2,500 to \$3,000.

Several Councilmembers shared their support for the proposed donation. Ms. Limbird and Ms. Reimer both noted that parents of students at Shawnee Mission East and local businesses already supported the event financially. Mr. Gallagher asked if the Prairie Village Foundation should be responsible for donations to schools within the City. Mr. Jordan said that asking the Foundation to manage these donations was not recommended, as it had a very small budget, and a contribution to an after-graduation party could take away funds from other charitable organizations. He added that a donation of the proposed amount would have a minimal impact on the City's budget.

**After further discussion, Ms. Limbird made a motion to allow the Mayor, at his discretion, to allocate \$2,500 to \$3,000 toward the event. The motion was seconded by Mrs. McFadden and passed 9-2, with Ms. Selders and Mr. Gallagher in opposition.**

**Mrs. McFadden moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Herring and passed 11-0.**

### **ANNOUNCEMENTS**

Announcements were included in the Council meeting packet.

### **ADJOURNMENT**

Mayor Mikkelson declared the meeting adjourned at 9:07 p.m.

Adam Geffert  
City Clerk

## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

March 20, 2023

**Copy of Ordinance**  
3024

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.

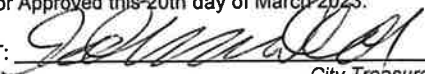
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
27847-27923	2/3/2023	365,820.53	
27924-27934	2/10/2023	106,231.76	
27935-28021	2/17/2023	1,207,919.06	
28022	2/24/2023	288.23	
Payroll Expenditures			
2/10/2023		426,323.83	
2/24/2023		408,067.99	
Electronic Payments			
Electronic Pmnts	2/1/2023	1,379.05	
	2/2/2023	184,010.85	
	2/3/2023	12,484.93	
	2/6/2023	5,762.15	
	2/8/2023	4,901.49	
	2/16/2023	1,766.40	
	2/17/2023	1,453.68	
	2/27/2023	8314.51	
<b>TOTAL EXPENDITURES:</b>			<b>2,734,724.46</b>
Voided Checks	Check #	( Amount )	
Prairie Village Foundation	27931	(75,000.00)	
Elizabeth Cruz	27970	(16.00)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(75,016.00)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>2,659,708.46</b>

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

Passed this 20th day of March 2023.

Signed or Approved this 20th day of March 2023.

ATTEST:   
City Treasurer

ATTEST:   
Finance Director



## POLICE DEPARTMENT

Council Meeting Date: March 20<sup>th</sup>, 2023

### CONSENT AGENDA: PURCHASE REQUEST FOR POLICE VEHICLES

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#### RECOMMENDATION

Staff recommends the purchase of one 2023 R1250 BMW police motorcycle to replace one 2014 Harley Davidson Road-King motorcycle currently utilized by the Traffic Unit.

COUNCIL ACTION REQUESTED ON March 20<sup>th</sup>, 2023.

#### BACKGROUND

Periodically, the Police Department replaces older police motorcycles due to age, mileage, and/or maintenance problems. The Police Department is seeking authorization to place an order for one new police motorcycle. In years past, the Department has purchased Harley Davidson motorcycles. The Traffic Sergeant researched the differences between Harley Davidson and BMW police motorcycle options. He found that, BMW motorcycles have been shown to be safer, more maneuverable, and more fuel efficient than the Harley Davidson police motorcycles. Engle Motors was identified as the sole vendor of BMW police motorcycles in the area and supplies police motorcycles for other metro agencies. The purchase price for the motorcycle is \$21,332.85, after receiving a \$7,300 trade-in credit for the 2014 Harley Davidson.

This purchase was previously approved by the City Council as part of the 2023 Public Safety Budget. Unlike the Harley Davidson motorcycles, the BMW motorcycles come pre-equipped with necessary police equipment. In the 2023 budget process, \$12,000 was set aside for the purchase of the motorcycle, and \$10,000 was allotted for the purchase and addition of police equipment on the motorcycle. The two allotments will be combined, and the purchase price for the BMW will be under the budgeted cost for purchase and assembly.

#### FUNDING SOURCE

01-03-31-8006-000 / \$12,000.00  
01-03-31-6025-000 / \$15,000

#### PREPARED BY

Captain Eric McCullough  
Patrol Commander  
Date: March 7<sup>th</sup>, 2023



## POLICE DEPARTMENT

Council Meeting Date: March 20<sup>th</sup>, 2023

**CONSENT AGENDA:**

**PURCHASE REQUEST OF POLICE VEHICLE**

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### RECOMMENDATION

Staff recommends the purchase of one (1) 2023 Ford Utility PI AWD, 3.3L Hybrid for \$45,582.00.

**COUNCIL ACTION REQUESTED ON: March 20<sup>th</sup>, 2023**

### BACKGROUND

On an annual basis, the Police Department replaces older vehicles due to age, mileage, and/or maintenance problems. The Police Department is seeking authorization to place an order for one new investigation's vehicle. No local vendors chose to participate in the Mid-America Regional Council cooperative bidding process. Prices were obtained from three vendors for the vehicle purchase, and Shawnee Mission Ford was selected as it offered the lowest price. The purchase price for the vehicle will be \$45,582.00.

This vehicle was previously approved by the City Council as part of the 2023 Public Safety Budget. During the 2023 budget process, Shawnee Mission Ford provided an estimate of a 10% increase for police vehicle purchases. However, when vehicle prices were released after the budget process was complete, there was a 22% increase in the purchase price. This will cause an overage in the budgeted amount that will be absorbed in the PD operating budget.

### FUNDING SOURCE

01-03-26-8006-000 - \$41,000.00

### PREPARED BY

Detective Sergeant Adam Taylor  
Investigations Sergeant  
March 7<sup>th</sup>, 2023



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023  
Consent Agenda

### CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

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#### RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Enhanced Salt at \$95.48 per ton delivered.

#### BACKGROUND

Advertised bids were opened on March 8, 2023 by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Five bid responses were received:

<u>Company</u>	<u>Rock Salt</u>	<u>Enhanced Salt</u>
Central Salt	\$73.41 per ton	\$95.48 per ton
Black Strap Inc	No Bid	\$172.00 per ton
Independent Salt	\$71.48 per ton	No Bid
Cargill	No Bid	No Bid
Compass Mineral	No Bid	No Bid

The bid price for 2021 was \$91.31 per ton for Enhanced Salt.

Since 2013 we have exclusively used the Enhanced Salt product and plan to do the same for 2023. It has shown to be effective and it has many additional benefits.

It is anticipated that **only** Enhanced Salt will be purchased under this bid. The 2023 Budget includes \$100,000 for salt.

#### FUNDING SOURCE

Funding is available in the 2023 Public Works Operating Budget

#### ATTACHMENT

Enhanced Snow Slicer information sheet

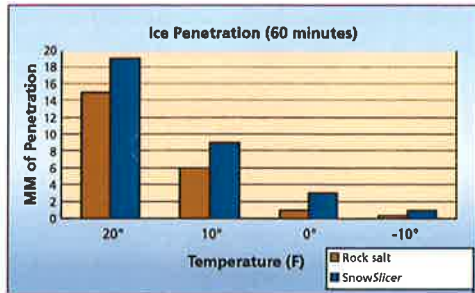
#### PREPARED BY

Keith Bredehoeft, Director of Public Works

Date: March 8, 2023

# SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



## Performance

SnowSlicer's melting capacity rivals that of calcium chloride and magnesium chloride, at a much lower cost. All deicers must liquefy in order to chemically perform. Through the pre-wetting technology, SnowSlicer performs to expectations almost immediately. When applied to a snow-covered surface, SnowSlicer quickly begins to dissolve and penetrate packed snow and ice. The bond between the ice and pavement is then broken, which allows loosened ice and snow to be easily removed.

Features	Benefits
30% to 50% material reduction over rock salt	Cost Savings: Materials applied. Equipment & manpower utilization. Transportation costs. Less risk of environmental impact due to less product being used.
Works at low temperatures	Effectively melts ice and snow at temperatures as low as -20 degrees F.
Starts melting on contact	Does not need traffic, sunlight or higher pavement temperatures to start melting snow and ice. Unlike most dry blends that have less than 10% calcium or magnesium chloride, every salt crystal is coated and accelerates the melting process.
Resists freezing or clumping in stockpile and in spreaders	Saves time and materials. Product remains free flowing.
Non-staining, odorless purple color	More visible on snow covered roads. Crews can track where product is placed minimizing overlap and reassures drivers and owners that treatment has occurred. No foul odor or color tracked into building.
Pre-wetted material	Better utilization of material by reduced bounce and scatter.
Residual Effect	Extended melting action.

## From Central Salt—Where Service is Central

SnowSlicer is produced exclusively by Central Salt, a leader in liquid, dry and dry blend ice melting technologies used throughout the winter maintenance industry. We are at your service 24/7, ready to provide the highest level of service at the most affordable cost.



PRODUCED AND MARKETED BY



385 Airport Road, Suite 108  
Elgin, Illinois 60123  
(888) HWY SALT or (888) 499-7258  
info@centralsalt.com www.centralsalt.com

# SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



**SnowSlicer™** is a pre-wet ice melting product that contains a blend of naturally occurring crystal and liquid ice melt products plus a unique, purple coloring that makes it highly visible. The combination of a high-performance liquid deicer and a blend of fine and coarse crystal ice melters using Central Salt's "pre-wetting" technology results in a unique product that melts faster, lasts longer and performs better.



## Why is SnowSlicer more Cost Effective?

- Fast-acting and effective in lower temperatures
- Pre-wet deicer means less material (up to 50%) and fewer applications are needed
- Flows freely even in sub-freezing conditions
- Vivid purple color is easy to see and will not track or stain
- Maintains a residual melting effect after storm event



*"It has given us the ability to use less material but receive the same results. Not only has it saved us money in material costs, it is less damaging to our equipment and doesn't cake as much as other salt products."*

— Tim Washburn  
Purchasing Manager  
Acres Group, Illinois





## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023  
Consent Agenda

### CONSIDER BID AWARD FOR PURCHASE OF SWIMMING POOL CHEMICALS

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#### RECOMMENDATION

Staff recommends the City Council approve the bid award to Edwards Chemical for swimming pool chemicals.

#### BACKGROUND

On March 8, 2023 the City Clerk opened bids for swimming pool chemicals. Three swimming pool chemical bids were received. Edwards Chemical has provided this service in previous years.

Based on our past pool chemical usage amounts Edwards Chemical is the determined low bid. Bids for 2023 are approximately 28% higher than in 2022. Following are the Bid unit prices:

Description	Units	Edwards Chemical 2023 Bid	Brenntag Mid-South 2023 Bid	Specialty Aquatics & Consult.
Calcium Chloride (50 pound bags)	Pounds	\$ 0.53	\$ 0.41	\$ 0.85
Chlorine	Gallons	\$ 3.22	\$ 3.33	\$ 4.99
Soda Ash (50 pound bags)	Pounds	\$ 0.51	\$ 0.75	\$ 0.80
Sodium Bicarbonate (50 lb. bags)	Pounds	\$ 0.51	\$ 0.50	\$ 0.96
Sulfuric Acid (55 gallon drums)	Gallons	\$ 3.13	\$ 6.43	\$ 7.20
Sodium Thiosulfate (50 lb. bags)	Pounds	\$ 1.97	\$ 1.95	\$ 4.05
Delivery Charge	Each	\$ 54.00	\$ 25.00	\$ 60.00

#### FUNDING SOURCE

Funds in the amount of \$35,000 are available in the Public Works Swimming Pool Operating Budget.

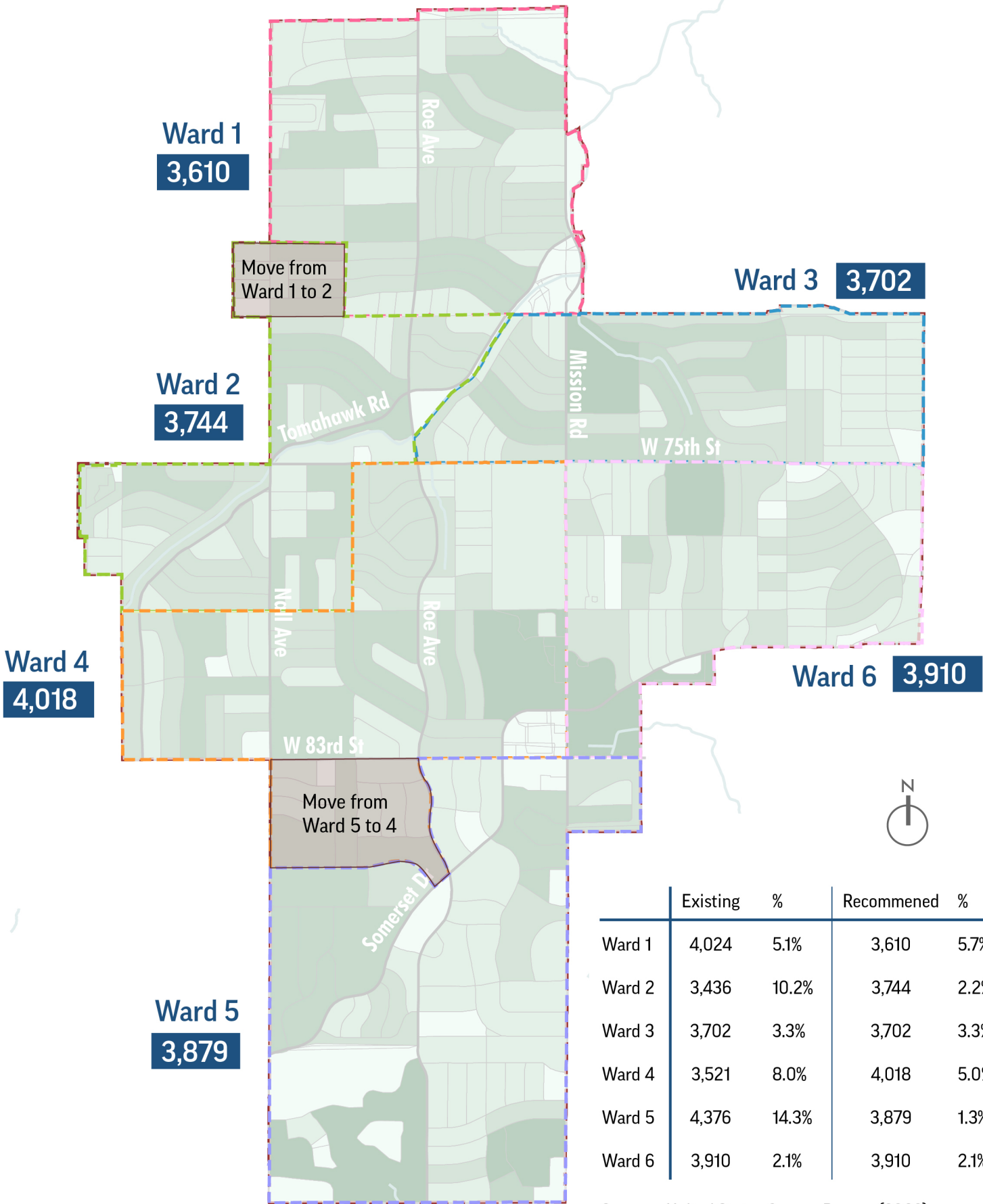
#### PREPARED BY

Keith Bredehoeft, Director of Public Works

Date March 8, 2023



# RECOMMENDED MAP



	Existing	%	Recommended	%
Ward 1	4,024	5.1%	3,610	5.7%
Ward 2	3,436	10.2%	3,744	2.2%
Ward 3	3,702	3.3%	3,702	3.3%
Ward 4	3,521	8.0%	4,018	5.0%
Ward 5	4,376	14.3%	3,879	1.3%
Ward 6	3,910	2.1%	3,910	2.1%

Sources: United States Census Bureau (2020)



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023

COU2023-12

**CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR THE REIMBURSEMENT OF PROJECT DESIGN COSTS FOR MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT**

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### RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for reimbursement of design cost for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project.

### BACKGROUND

Johnson County has approved participating in the design and construction costs for this project. The county funds 50% of the project's costs. This agreement allows for reimbursement for up to \$550,000 of design costs.

The County's funding for this project comes from the County's Stormwater Management Program.

Design is ongoing and construction is anticipated to begin in the summer of 2023.

### FUNDING SOURCE

Funds received from Johnson County will go to Project MIRD0007

### ATTACHMENTS

1. Interlocal Agreement with Johnson County

### PREPARED BY

Cliff Speegle, Senior Project Manager

March 14, 2023

**Agreement between  
Johnson County and the City of Prairie Village  
For Design of a Stormwater Management Project known as  
Brush Creek at 68<sup>th</sup> Street and Mission Road  
BC-11-057**

This agreement is entered into by and between the Board of County Commissioners of Johnson County, Kansas (the "County") and the City of Prairie Village (the "City") pursuant to K.S.A. 12-2908.

**Recitals**

1. Pursuant to K.S.A. 19-3311, by Resolution No. 38-90, the County has established a county-wide retailer's sales tax for the purpose of providing funds for stormwater management projects, and by Resolution No. 76-90, created a Stormwater Management Advisory Council to identify and recommend projects for inclusion in the Stormwater Management Program.
2. The County has established a Stormwater Management and Flood Control Fund for the purpose of funding Stormwater Management Program projects.
3. The County, by Resolution No. 66-92, as modified by Resolution No. 034-94, adopted the Johnson County Stormwater Management Policy and the Administrative Procedures for the Johnson County Stormwater Management Program ("Policy and Procedures") to promote interlocal cooperation between the County and the participating municipalities in stormwater management activities.
4. The County has established a Five-Year Master Plan consisting of a list of proposed stormwater management projects that meet the established criteria for funding from the Stormwater Management and Flood Control Fund. The County, upon the recommendation of the Stormwater Management Advisory Council, has selected certain projects from the Five-Year Master Plan to be included in the County's Project Priority List which contemplates the timely design and construction of those selected projects.
5. In accordance with the Policy and Procedures, the City has requested that the County participate in the funding for the design of the stormwater management project identified as Brush Creek at 68<sup>th</sup> Street and Mission Road (the "Project Design"), which Project is on the County's Project Priority List, and the County is willing to provide such funding upon the terms and conditions set forth in this agreement.

## **Agreement**

In and for the consideration of the mutual covenants contained in this agreement and the mutual benefits to be derived from the Project, the City and the County agree as follows:

1. **Policy and Procedures.** The City acknowledges receipt of the Policy and Procedures. The City and County agree that the Project Design shall be undertaken, designed, and administered in accordance with the terms and provisions of the Policy and Procedures provided, however, in the event a conflict exists between any provision of the Policy and Procedures and any provision of this agreement, the terms and conditions of this agreement shall control.
  
2. **Design Costs.** The parties acknowledge and agree that this agreement only obligates the parties to proceed with design of the Project. For budget and accounting purposes, the estimated cost of the Project Design is Five Hundred Fifty Thousand Dollars (\$550,000).
  
3. **Engineering and Design Services.** The City shall be responsible for the selection of qualified engineering professionals to provide engineering services for the design of the Project. The City may provide engineering services, in whole or in part, for the Project Design utilizing qualified City personnel. The City agrees to provide to the County for review the identity and the qualifications of engineering professionals and City personnel under consideration by the City prior to entering into any binding contract for engineering services and prior to permitting any City personnel to perform engineering services relating to the Project Design. The County shall have the right, but not the obligation, to comment upon the qualifications or suitability of the engineering professionals and City personnel. Upon the request of the County Engineer, the City agrees to provide additional information or clarification, if available, regarding the qualifications of the engineering professionals or City personnel.

It shall be the City's duty and obligation to select only qualified engineering professionals and to permit only qualified City personnel to perform Project Design related services. The parties agree that the County has no obligation to comment upon, evaluate, or object to the qualifications of any engineering professional or City personnel and the County's failure to do so shall not be deemed an approval of the engineering professional or the City personnel. In the event the County Engineer determines that the City's selection of an engineering professional or City personnel is not in the best interests of the Project, the County Engineer may request the City to reconsider its selection. Upon such request, the City shall either select a different engineering professional or City personnel, as the case may be, or shall seek a reconsideration by the County Engineer. In the event the City and the County cannot agree upon the selection, either party may terminate this agreement upon fifteen days notice to the other, and from and after the date of such termination, neither party shall have any further duties or obligations under this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City as provided in this agreement subject to any limitations on reimbursement set forth in the Policy and Procedures and this agreement.

4. **Estimated Project Cost.** The parties acknowledge and agree that the County Stormwater Management Program has established an estimated total design cost of the Project of Five Hundred Fifty Thousand Dollars (\$550,000) based upon engineering and design assumptions that the Preliminary Study may or may not confirm. The parties shall, upon the completion of the Preliminary Study, analyze and consider the proposed scope and conceptual design of the Project as set forth in the Preliminary Study. If the parties cannot agree upon the scope or conceptual design of the Project, then either party may terminate this agreement upon fifteen days notice to the other. Upon such termination, the City shall be reimbursed by the County for costs and expenses incurred in connection with the Preliminary Study subject to the limitations set forth in the Policy and Procedures and in this agreement.
5. **Option to Terminate.** In the event the Preliminary Study reveals that the estimated cost of Project Design exceeds either City or County expectations, the City and the County each shall have the option of terminating this agreement as set forth in this Paragraph.

The City agrees to notify the County whether it desires to terminate this agreement within thirty days following the delivery of the Preliminary Study to the County. Within thirty days after the City gives its notice of intent to terminate this agreement to the County, the County may, at its option, elect to contribute a higher percentage of the estimated Project Design costs sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the County's obligation for Project Design costs shall be increased accordingly.

Within forty-five days after the date the Preliminary Study is received by the County, the County agrees to either:

- a. Notify the City of the County's intent to terminate this agreement and re-prioritize the Project, or;
- b. Authorize the City to proceed with the preparation of the "Preliminary Project Plans and Specifications" (as defined in this agreement).

Within thirty days after the County gives its notice of intent to terminate this agreement to the City, the City may, at its option, elect to contribute a higher percentage of the estimated Project Design sufficient to allow the Project Design to continue, in which event this agreement shall not terminate but shall continue in full force and effect except that the City's obligation for Project costs shall be increased accordingly. If the City does not elect to participate in a higher percentage of the estimated Project Design costs, this agreement shall automatically terminate on the thirty-first day following the date on which the County gave its notice of intent to terminate this agreement.

Within sixty days from the date of the termination of this agreement as provided in this Paragraph, the City shall provide the County with a final accounting of Project Design costs and the County's share of such costs whereupon the County shall reimburse the City subject to the limitations set forth in the Policy and Procedures and in this agreement.

Upon the termination of this agreement as provided in this Paragraph, the Project shall be re-prioritized according to the Policy and Procedures.

6. **Notice to Affected Municipalities.** The City shall convene a Watershed Organization meeting as defined in the Policy and Procedures and shall inform members of the nature and scope of the Project. The City shall notify the County of any objection to the Project that is received by the City from a member of the watershed organization. The City shall keep the watershed organization members informed during the design, planning, and construction phases of the Project.
7. **Project Plans and Specifications.** Within \_\_\_\_\_ days following the County's notice to proceed with the preparation of "Preliminary Plans and Specifications" (as defined below), the City shall provide the County with a copy of the preliminary plans and specifications for the Project which shall include, without limitation, all proposed and draft engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents ("Preliminary Plans and Specifications"). The County may, at its option, provide written comments and suggestions to the City regarding the proposed Preliminary Plans and Specifications and shall do so, if at all, within forty-five days from the date of receipt by the County of the Preliminary Plans and Specifications. Any comment, suggestion, approval, or disapproval by the County with respect to the Preliminary Plans and Specifications, or any portion thereof, shall be for the sole benefit of the City for its use and consideration in preparing its "Final Plans and Specifications" for the Project which shall include, without limitation, all final engineering and construction documents, plans, drawings, construction schedules, cost estimates, and bid and contract documents. It is expressly understood and agreed that the County's approval or disapproval of the Preliminary or Final Plans and Specifications shall not be considered, nor argued by the City in any court or

proceeding, as a representation or warranty that the Plans and Specifications comply with or meet engineering or design principles or criteria or any applicable law.

The City shall submit its Final Plans and Specifications to the County for review within \_\_\_\_\_ days from the expiration of the forty-five day Preliminary Plans and Specifications review period. It is acknowledged and agreed by the parties that the County's role, and the purpose of the County's review, is to satisfy itself, to the extent practical, that the Project, as designed, is likely to meet the stormwater control desired and contemplated by Stormwater Management Program. As part of the County's review of the Preliminary and Final Plans and Specifications provided for in this agreement, the City agrees to and shall submit to the County for review a copy of the proposed construction contract or contracts for the Project.

In the event the City and the County cannot agree upon the Preliminary or the Final Plans and Specifications, either party may terminate this agreement upon fifteen days notice to the other and from and after the date of such termination neither party shall have any further duties or obligations under this agreement. In the event of such termination, the City shall be entitled to reimbursement for actual costs and expenses incurred in the preparation of the Preliminary Study and the Preliminary and Final Plans and Specifications, subject to any limitations on reimbursement contained in the Policy and Procedures or this agreement.

8. **Administration of Project.** It is acknowledged and agreed that the City shall enter into all contracts relating to the Project Design in its own name and not as the agent of the County. The City agrees to be solely responsible for the administration of all contracts for the Project Design. Any contract disputes shall be resolved by the City at the City's sole cost and expense.

The City shall require adequate indemnity covenants and evidence of insurance from engineering service providers for loss or damage to life or property arising out of the engineering service provider's negligent acts or omissions. The required insurance coverage and limits shall be established by the City but shall not, in any event, be less than \$1,000,000 professional liability coverage for engineering service providers. The City may, in the exercise of its reasonable judgment, permit any insurance policy required by this agreement to contain a reasonable and customary deductible or co-insurance provision.

9. **County Contribution Toward Project Costs.** The County shall reimburse the City from the Stormwater Management and Flood Control Fund for expenditures made by the City for the Project Design as follows:

Not more than once each calendar month, the City shall submit to the County a request for payment, invoice, or statement satisfactory in form and content to the

County Engineer detailing total Project Design costs and expenses, in line-item detail, for the preceding calendar month ("Payment Request") and for year-to-date.

The City's Payment Request shall list, by category, those particular expenditures that are reimbursable according to the Policy and Procedures. The City represents and warrants that each Payment Request shall seek reimbursement for only those expenditures that the City determines, in good faith, to be reimbursable by the County. The County Engineer may require the City to supplement the Payment Request as needed to satisfy the County Engineer, at his discretion, that the Payment Request accurately reflects properly reimbursable costs and expenses.

The County agrees to make payment to the City within thirty days following the County Engineer's approval and acceptance of a properly documented Payment Request in an amount equal to fifty percent (50%) of the Payment Request.

10. ***Only if the City has proposed a Project design that contemplates a deviation from the American Public Works Association (APWA) specifications contained in Section 5600 Storm Drainage Systems and Facilities, shall the following provisions apply:***

- a. The City represents that it has determined that APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated Project benefit.
- b. The City represents that, based upon its own analysis, the APWA Section 5600 specifications set forth on the attached Exhibit \_\_\_\_\_ are not feasible, are impractical, or cannot be met without an expenditure of funds that significantly exceeds the anticipated Project benefit.
- c. The City acknowledges and agrees that the costs of "flood proofing" any structure within the Project area shall not be a reimbursable expense under the Stormwater Management Program but shall be borne solely by the City. "Flood proofing," for purposes of this section, means any method by which a structure's windows, doors, or other openings are covered or sealed in an effort to prevent flood water entering the structure through such openings.
- d. The City acknowledges that it has, in its sole and absolute discretion, determined to deviate from APWA Section 5600 specifications by approving a Project design that may result in seven inches or more of water flooding over a street or roadway during a 100 year storm event. The City hereby represents that:



- e. The City has concluded that the relevant APWA Section 5600 specifications are not feasible, are impractical, or cannot be met without an expenditure of funds that, in the City's opinion, significantly exceeds the anticipated benefit.
- f. The City agrees to and shall develop an emergency plan to protect life and property at the anticipated flooded crossing point during a 100-year storm or other high-water event.
- g. The City represents that it has endeavored to advise its citizens in and near the Project area of the City's proposed deviation from APWA Section 5600 specifications and its alternative plans to protect life and property at the flooded crossing point during a 100 year storm or other high-water event.
- h. The City agrees to and shall take appropriate measures to protect the public at low-water crossings, which are allowed to exist as part of the City's Project.
- i. The City acknowledges that it is deviating from the APWA Section 5600 specifications upon its discretion based upon its own investigation, analysis, and risk assessment and without reliance upon SMAC or the Board of County Commissioners, or their respective employees or agents. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act the City expressly agrees to and shall hold SMAC and the Board of County Commissioners, and their respective employees and agents, harmless from any property loss, property damage, personal injury, or death arising out of the construction of the Project.

The City also agrees that notwithstanding any assistance, advice, technical consulting, or engineering services provided by SMAC or the Board of County Commissioners, or the failure to provide any such assistance, advice, technical consulting, or engineering services, the City shall bear the sole and absolute responsibility for the Project's design, construction, maintenance, and repair.

11. **Notice Addresses.** Any notice required or permitted by this agreement shall be deemed properly given upon deposit in the U.S. mail, postage prepaid and addressed as follows:

**If to the County:**

Ms. Heather Schmidt  
Stormwater Program Manager  
Johnson County Public Works  
1800 W. Old Highway 56  
Olathe, KS 66061

**If to the City:**

Keith Bredehoeft, P.E.  
Public Works Director  
City of Prairie Village  
3535 Somerset Drive  
Prairie Village, KS 66208

In addition, any notice required or permitted by this agreement may be sent by telecopier or hand delivered and shall be deemed properly given upon actual receipt by the addressee.

12. **Effective Date.** Regardless of the date(s) the parties execute the agreement, the effective date of this agreement shall be \_\_\_\_\_ provided the agreement has been fully executed by both parties.

**Board of County Commissioners of  
Johnson County, Kansas**

**City of Prairie Village**

\_\_\_\_\_  
Mike Kelly, Chairman

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

Attest:

Attest:

\_\_\_\_\_  
Lynda Sader  
Deputy County Clerk

\_\_\_\_\_  
City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Robert A. Ford  
Assistant County Counselor

\_\_\_\_\_  
City Attorney



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023

COU2023-13

**CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY WASTEWATER FOR THE REIMBURSEMENT OF SANITARY SEWER DESIGN COSTS ASSOCIATED WITH PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT**

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### RECOMMENDATION

Move to approve the interlocal agreement with Johnson County Wastewater for reimbursement of sanitary sewer design cost for Project MIRD0007: Mission Road near 68<sup>th</sup> Street flood control project.

### BACKGROUND

Johnson County Wastewater (JCW) has coordinated a collector main sewer improvement in conjunction with the Mission Road flood control project. The project uses the opportunity to upgrade the sewer system while Mission Road is being reconstructed.

Affinis Corp is the consulting engineer designing the flood control project. They have also designed the sanitary sewer improvements for JCW as part of the overall project design. JCW is funding 100% of the sanitary specific improvements, including design. This agreement allows for reimbursement by JCW for \$161,750.00 of design costs.

Design is ongoing and construction is anticipated to begin in the summer of 2023.

### FUNDING SOURCE

Funds received from Johnson County Wastewater will go to Project MIRD0007

### ATTACHMENTS

1. Interlocal Agreement with Johnson County Wastewater

### PREPARED BY

Cliff Speegle, Senior Project Manager

March 14, 2023

**AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF  
JOHNSON COUNTY, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS  
FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR SANITARY SEWER  
LINE IMPROVEMENTS**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of County Commissioners of Johnson County, Kansas, as the governing body of the Johnson County Wastewater (the “County”), and the City of Prairie Village, Kansas (the “City”) for the purpose of the design of the relocation of sanitary sewer line improvements (the “Sewer Improvements”) as part of the reconstruction and improvements to the project known as the **Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project**, Prairie Village, Kansas, pursuant to K.S.A. 12-2908, and amendments thereto.

WHEREAS, the project is a flood control project near Mission Road and 68<sup>th</sup> Street which will substantially raise the grade of the existing street. The Sewer Improvements include relocating an 18-inch sanitary sewer located within the Mission Road right-of-way within the City’s project limits. The Sewer Improvements will remove or abandon in place the existing sewer impacted by the project and will replace an existing 24-inch parallel sewer near Brush Creek with a new 30-inch sewer to provide increased capacity to convey flow from the abandoned sewer. The project will provide upgrades and improvements to 1,084 linear feet of sewer and 9 manholes as part of the project with the City (the “City Project”); and

WHEREAS, the County operates and maintains sanitary sewer lines within the Project area; and it is necessary to adjust or relocate the County sewer lines as part of the City Project: and

WHEREAS, the County anticipates the sewer lines will be adjusted and relocated as part of the City Project; and

WHEREAS, the City hired Affinis Corporation, (the “City Engineer”) to design the Project; and

WHEREAS, the County requested the City Engineer to design the Sewer Improvements as a part of the City Project as detailed in Exhibit A attached hereto and incorporated by reference; and

WHEREAS, the parties have by their governing bodies determined it was in the public interest to consolidate the projects into one set of design documents for bidding, to be awarded and managed by the City; and

WHEREAS, the governing body of the City did approve and authorize its mayor to execute this Agreement by official vote of the City Council on \_\_\_\_ day of \_\_\_\_\_, 2023; and

WHEREAS, the governing body of the County did approve and authorize its board chairman to execute this Agreement by official vote of the Board of County Commissioners on \_\_\_\_ day of \_\_\_\_\_, 2023;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and County agree as follows:

1. While this agreement is specific to professional services for the City Engineer only, the City and County agree that the intent is to bid, award, and construct the Project. At such time bids are received, and if the City desires to construct the project, the City and County agree that an amendment to this Agreement will be required for the construction of the Project for reimbursement for the Sewer Improvements. The City may elect not to continue with the Project. If so, the City and County agree that the City Engineer's construction phase services portion of Exhibit A are not applicable, and those costs will not be incurred.
2. The parties acknowledge that the City will incur engineering costs as part of the Project, including the predesign, design, and construction phase services for the Sewer Improvements. The County agrees to reimburse the City for the actual cost of engineering of the Sewer Improvements within Project area, which will include but are not limited to design engineering, project administration, as-built drawings, and other items incidental to the design and construction phase of the Sewer Improvements.
3. The City and County agree that the City Engineer has limited construction phase services in their scope (Exhibit A), and that field services for the Sewer Improvements will be provided by the County through the County's Engineer.
4. The cost of the engineering of the Sewer Improvements within the Project Area to be reimbursed by the County is not to exceed \$161,750.00 as detailed in Exhibit A and incorporated herein by reference. The City shall submit to the County periodic accounting of all Project engineering costs for the Sewer Improvements. The County agrees to reimburse the City no later than thirty (30) days following receipt of the invoice for the actual cost of the engineering of the Sewer Improvements.
5. The City may award the Project to the winning contractor in accordance with City contracting requirements. Construction of the Sewer Improvements shall be completed in accordance with the plans prepared by City Engineer and approved by the County.
6. The City agrees to act as the Administrator of the consolidated Project. As Administrator for the Project, the City agrees to assume and perform the following duties:
  - A. Obtain costs for and enter into a contract for completion of the Project in the

manner required by law and require the contractor to comply with all applicable laws and regulations governing public contracts, including all non-discrimination laws and regulations.

B. Require indemnity covenants and evidence of insurance from contractor for loss or damage to life or property arising out of the contractors' negligent acts or omissions in an amount not less than \$2,000,000.00 for any contractor.

C. Require a three-year maintenance bond from the contractor payable to the County in the amount of twenty-five percent (25%) of the total construction cost of the Sewer Improvement Project effective from the date of acceptance of such facilities by the County.

D. Include in contracts for construction a requirement that the contractor defend, indemnify and save City and County harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of his or her contract. As Administrator, City is required to ensure that all insurance certificates provided by the contractor pursuant to the contract documents name the City and County as additional insureds.

E. The City is required to acquire any and all necessary easements for the Project, but is not responsible for acquiring any additional easements or other interests in land necessary solely for the construction of the Sewer Improvements which remain the responsibility of the County.

F. The City contractor is required to coordinate utility relocations for the Project.

7. The County will provide approval of the plans and specifications for the construction of the Sewer Improvements. Additionally, the County will provide the following:

A. The County shall provide written certification that the as-constructed drawings are acceptable or provide written comments to the City within fourteen (14) days of receipt.

B. The County and City agree to work together to resolve any conflicts related to the design or construction of the Project.

8. For purposes of this Agreement, any required notices are deemed sufficiently given on the third business day following deposit in the U.S. mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City:  
City of Prairie Village

If to the County:  
Johnson County Wastewater

Keith Bredehoeft  
Public Works Director  
3535 Somerset Drive  
Prairie Village, Kansas 66208

Aaron A. Witt, P.E.  
Chief Engineer  
11811 S. Sunset Dr., Suite 2500  
Olathe, Kansas 66061-7061

Notice shall also be deemed sufficiently given upon actual delivery by reliable courier service or other method.

9. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment binding on the parties unless it shall have been agreed to in writing and signed by both parties.

10. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

11. The attorneys for the parties shall cause sufficient copies of this Agreement to be executed so as to provide each party with duly executed copies and any copy duly executed by both parties shall be deemed an original for all purposes.

12. This Agreement may be terminated only by mutual consent of the parties. This Agreement shall continue until the as-constructed record drawings are received and approved by Johnson County Wastewater as described herein and until such time as all financial obligations of the parties have been met.



**IN WITNESS WHEREOF**, the above and foregoing Agreement has been executed by the parties hereto and made effective as of the date and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS**

By: \_\_\_\_\_  
Mike Kelly, Chairman

**ATTESTED BY:**

\_\_\_\_\_  
Lynda Sader, Deputy County Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Ryan P. Haga, Assistant County Counselor

**CITY OF PRAIRIE VILLAGE, KANSAS**

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

**ATTESTED BY:**

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David Waters, City Attorney

**Exhibit A: Supplemental Scope of Services**  
**Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project – JCW SUPPLEMENT**  
**(MIRD0007)**

## **I. Supplemental Scope of Services**

The supplemental scope of services (“scope”) for Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project -JCW SUPPLEMENT(MIRD0007) (“project”) is considered Part 3 and includes detailed design tasks to prepare construction documents for the sanitary sewer line along Brush Creek. The sanitary sewer extents are along Mission Road from the Tomahawk Road intersection to the south side of the 67th Street intersection, and within Brush Creek from the Tomahawk Road bridge to approximately 67th Terrace (shown in Exhibit C). The Part 3 tasks for this scope will be performed by Affinis Corp (“Consultant”) for the city of Prairie Village, KS (“City”).

Johnson County Wastewater (JCW) is responsible for the safe collection, transportation and treatment of wastewater generated by the City of Prairie Village. It is Affinis’ understanding that Johnson County Wastewater (JCW) has contracted the engineering firm HDR to model and route the new sanitary system to be constructed on this project. Based on this modeling, JCW will provide the required pipe size and slope for this interceptor and a preferred alignment. Ongoing coordination between the City of Prairie Village, JCW, HDR, and Affinis will be necessary.

The project scope includes preliminary design documents, final design documents, construction documents, and construction services.

## **II. General Design Requirements**

The Consultant shall furnish and perform the various professional duties and services required for the construction of the project as outlined in this scope. All plan development stages shall be completed no later than the current project's schedule, exclusive of delays beyond the Consultant’s control.

The consultant shall confirm that the design alternatives in Part 3 of the Project are in conformity with the following criteria:

- City’s Design and Construction Standards.
- City’s Project Procedures Manual.
- Johnson County Code of Regulations for Sanitary Sewer Use.
- Wastewater Discharge Standards
- Johnson County Wastewater Minimum Plan Requirements for Gravity Sewer Projects

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Right-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

The scope associated with Part 3 of this project is broken out by phase, task, and sub-task, and is described in detail below. Within each phase, all tasks will be completed by the Consultant or by a subconsultant of the Consultant, unless otherwise noted.

### **Phase 1: Preliminary Design**

This phase involves the data collection and analysis for the development of preliminary plans. The following tasks are associated with Phase 1: Preliminary Design.

## **Task 1.1: Preliminary Design and Plans**

Prepare sanitary sewer interceptor plans and submit to city and Johnson County Wastewater (JCW) for review. It is assumed that JCW wants to replace the two existing interceptors in the project corridor with a single interceptor, and that JCW will provide the required pipe size and slope for this interceptor and a preferred alignment. It is assumed that the interceptor plans will be a separate plan set meeting JCW standards.

This task includes the design of the sanitary sewer and preparation of preliminary plans that include the following elements:

- A. Coordination with the City, JCW, and HDR
  1. Six virtual meetings assumed
  2. Transmit CAD files to coordination
- B. Design sanitary sewer layout from Tomahawk intersection to Manhole MTM1 (22)015 at corner of church parking lot.
- C. Prepare overall exhibit of proposed and existing sanitary sewer layout.
- D. Redesign sanitary sewer from Tomahawk intersection to Manhole MTM1 (22)034 (north of church) to accommodate project extension along Brush Creek
- E. Prepare Preliminary JCW Plans (24"x36" Plan Set)
  1. Cover sheet (1 Sheet)
  2. Legend and abbreviations (1 Sheet)
  3. General layout (1 Sheet)
  4. Plan and profile sheets (5 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.
    - Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
  5. Preliminary details and JCW standard details (2 Sheets)
- F. Review sanitary sewer conflicts analysis and coordinate to resolve.
- G. Structural Design
- H. Prepare Preliminary Sewer Plans for City Bid Set (22"x34" Plan Set).
  1. Plan and profile sheets (5 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.

- Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
2. Preliminary details and JCW standard details (2 Sheets)
  3. Restoration Schedule (1 Sheet)
  4. Tomahawk Road Plan and Profile (1 Sheet)
  5. Tomahawk Storm Sewer (1 Sheet)
  6. Tomahawk Intersection Detail (1 Sheet)
  7. Tomahawk Intersection Sidewalk Detail (1 Sheet)
  8. Tomahawk Road Cross Sections (1 Sheet)
  9. Structural Details (3 Sheets)
- I. Prepare quantities and develop preliminary Opinion of Probable Construction Cost (OPCC) for sanitary sewer. This cost will be itemized by unit of work and including a construction contingency.
  - J. Quality control review and submittal of plans to JCW and the City.

### **Task 1.2: Easement Documents**

Prepare easement documents for proposed sanitary sewer.

- A. Obtain Ownership and abutting property information (6 Reports).
- B. Prepare temporary and permanent easement descriptions (11 descriptions).
- C. Prepare tract maps (11 tract maps).
- D. Prepare descriptions and tract maps for vacation (8 tracts).
- E. Submit easement documents to JCW.

### **Task 1.3: Permitting and Approvals**

Prepare permit documents for proposed sanitary sewer.

- A. USACE Permitting.
- B. Kansas DWR Permit.
- C. SWPPP.

## **Phase 2: Final Design**

Final plans will be prepared following the completion of the city review process. The following tasks are associated with Phase 2: Final Design.

### **Task 2.1: Final Plans**

Prepare final plans, at a minimum, the final plans shall include all information from the preliminary plans plus the following detailed design additions:

- A. Update cover sheet, general notes, and general layout.

- B. Prepare abandonment plans
- C. Update Sanitary sewer plan and profile sheets.
- D. Sanitary Sewer details including JCW standard details and other details.
- E. Erosion control plans.
- F. Structural details for gabion basket retaining walls, concrete flume sidewalk, stacked stone wall replacement, and sewer encasement.
- G. Final review of utilities and coordination with conflicts.
- H. Prepare Final Sewer Plans for City Bid Set (22"x34" Plan Set)
  - 1. Abandonment Plan and Profile Sheets (5 Sheets)
  - 2. Plan and profile sheets (7 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.
    - Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
  - 3. Preliminary details and JCW standard details (3 Sheets)
  - 4. Restoration Schedule (1 Sheet)
  - 5. Tomahawk Road Plan and Profile (1 Sheet)
  - 6. Tomahawk Storm Sewer (1 Sheet)
  - 7. Tomahawk Intersection Detail (1 Sheet)
  - 8. Tomahawk Intersection Sidewalk Detail (1 Sheet)
  - 9. Tomahawk Road Cross Sections (1 Sheet)
  - 10. Structural Details (3 Sheets)
- I. Prepare quantities and develop a final Opinion of Probable Construction Cost (OPCC) for sanitary sewer.
- J. Sanitary sewer specifications.
- K. Quality control review and submittal of final sanitary sewer plans to JCW and the City.

**Task 2.2: Project Bid Plans**

- A. After all comments from JCW on the final plans are received, the final plans will be updated to address all remaining outstanding review comments. Signed and sealed bid plans will be prepared.
- B. Submit a PDF file of the complete set of signed and sealed bid plans. One copy of the bid plans will be provided to JCW and City.

### **Phase 3: Bidding Services**

The bidding Services were included in the original project scope and are not part of this contract.

### **Phase 4: Construction Services**

Following the completion of the project bidding Phase 4 involves services provided during project construction. The following task is associated with Phase 4: Construction Services.

#### **Task 4.1: General Construction Services**

- A. Answer questions from the contractor regarding the design and interpretation of the sanitary sewer plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the bid plans.
- B. Review shop drawings.
- C. Participate in final walk-through inspection.
- D. Prepare plan revisions as necessitated by conditions encountered in the field during construction.
- E. Provide JCW with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy in PDF format. The city's construction representative shall provide the Consultant with red-ups and documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
  1. All change orders effecting the sanitary sewer.
  2. Minor design changes.
    1. Changes made in the field by city representatives and are marked on the construction plan set.
    2. Submit updated PDF files of the revised sheets.

**Additional Services:** Task items not included in this scope, but could be performed as an additional service:

- Sanitary sewer interceptor design (included any necessary additional survey) beyond the defined improvement limits for this project.
- Provide field staking for proposed sanitary sewer structures (as needed)
- Provide field staking of rights-of-way and/or easements prior to acquisition and construction (as requested by JCW or the city) and meet with JCW or the city to identify easement and right-of-way locations
- Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- Construction services beyond what is described in this scope, including observation.



**Brush Creek at Mission Road and 68th Street Flood Control Project (Part 3)**

**MIRD0007**

City of Prairie Village, Kansas

Date: 1/30/2023

Exhibit B

Client: PV/JCW

Project: Mission Road

Made By: LCR/JLF

Tasks	Principal	Project Manager	Intern Engineer II	Intern Engineer I	Design Tech. II	CADD Technician II	Land Surveyor II	LABOR HOURS	LABOR COSTS	DIRECT EXPENSES & REIMBURSABLES		TOTAL FEE
	\$270.00	\$195.00	\$125.00	\$115.00	\$170.00	\$115.00	\$140.00			ITEM	COST	
<b>PHASE 1: PRELIMINARY SANITARY SEWER DESIGN</b>												
<b>1.1 Preliminary Design and Plans</b>												
A	Coordination with City, JCW and HDR	8	24		12	4		48	\$ 8,900			\$ 8,900
B	Design sanitary sewer layout		24	8		8		40	\$ 7,040			\$ 7,040
C	Prepare exhibit of proposed and existing sanitary sewer		8			4	16	28	\$ 4,080			\$ 4,080
D	Redesign of sanitary sewer based on project extention		16		4	8	16	44	\$ 6,780			\$ 6,780
E	Prepare Preliminary JCW Plans (10 Sheets)		8	12	12	6	60	98	\$ 12,360			\$ 12,360
F	Sanitary Sewer conflict review		2	4		4	2	12	\$ 1,800			\$ 1,800
G	Structural Design		4		16	12		32	\$ 4,000			\$ 4,000
H	Prepare Preliminary Plans for City Bid Set (22"x34" Plan Set) (16 Sheets)		4		8	32		44	\$ 5,380			\$ 5,380
I	Preliminary OPCC for proposed sanitary sewer		4	8	8			20	\$ 2,700			\$ 2,700
J	QC/QA and Submittal	1	8	20		26		55	\$ 7,320			\$ 7,320
<b>1.2 Easement Documents</b>												
A	Ownership and abutting property info (6 O&E Reports)						4	4	\$ 560	O&E Reports	\$ 1,500.00	\$ 2,060
B	Easement descriptions (11 properties)						32	32	\$ 4,480			\$ 4,480
C	Easement Exhibits (11 tract maps)		2			4	40	56	\$ 7,070			\$ 7,070
D	Easement vacations (8 tracts)		2				24	50	\$ 6,510			\$ 6,510
E	Submit easement documents to JCW		1				2	3	\$ 475			\$ 475
<b>1.3 Permitting and Approvals</b>												
A	USACE Permitting including exhibits		8		16	16		40	\$ 5,240	HG Consult	\$ 10,000.00	\$ 15,240
B	Kansas DWR Permit		2		4			6	\$ 850			\$ 850
B	SWPPP		4		16			20	\$ 2,620			\$ 2,620
<b>Reimbursables</b>										Printing	\$ 25	\$ 25
										Mileage	\$ 10	\$ 10
<b>Subtotal Phase 1 - Hours</b>		9	121	52	96	38	244	72	632			
<b>Subtotal Phase 1 - Cost</b>		\$ 2,430	\$ 23,595	\$ 6,500	\$ 11,040	\$ 6,460	\$ 28,060	\$ 10,080	\$ 88,165		\$ 11,535	\$ 99,700
<b>PHASE 2: FINAL DESIGN</b>												
<b>2.1 Final plans</b>												
A	Updated cover sheet, general notes, and general layout (3 Sheets)		2			6		8	\$ 1,080			\$ 1,080
B	Prepare abandonment plans (5 Sheets)		5	20		20		45	\$ 5,775			\$ 5,775
C	Update plan and profile sheets (7 Sheets)		16	16		56		88	\$ 11,560			\$ 11,560
D	Sanitary sewer details (3 Sheets)		4	2		6		12	\$ 1,720			\$ 1,720
E	Erosion control plans (11 Sheets)		2	8		22		32	\$ 3,920			\$ 3,920
F	Structural details (3 Sheets)		3		9	24		36	\$ 4,380			\$ 4,380
G	Final review and coordination with conflicts		2	4		2		12	\$ 1,800			\$ 1,800
H	Final Sewer Plans for City Bid Set (22"x34" Plan Set) (24 Sheets)		4		12	24		40	\$ 4,920			\$ 4,920
I	Final OPCC for proposed sanitary sewer		4	8	16			28	\$ 3,620			\$ 3,620
J	Sanitary sewer specifications		12	8	4			24	\$ 3,800			\$ 3,800
K	Quaility control review and submittal of sanitary sewer final plans		4	2		8		14	\$ 1,950			\$ 1,950



**Brush Creek at Mission Road and 68th Street Flood Control Project (Part 3)**

**MIRD0007**

City of Prairie Village, Kansas

Date: 1/30/2023

Exhibit B

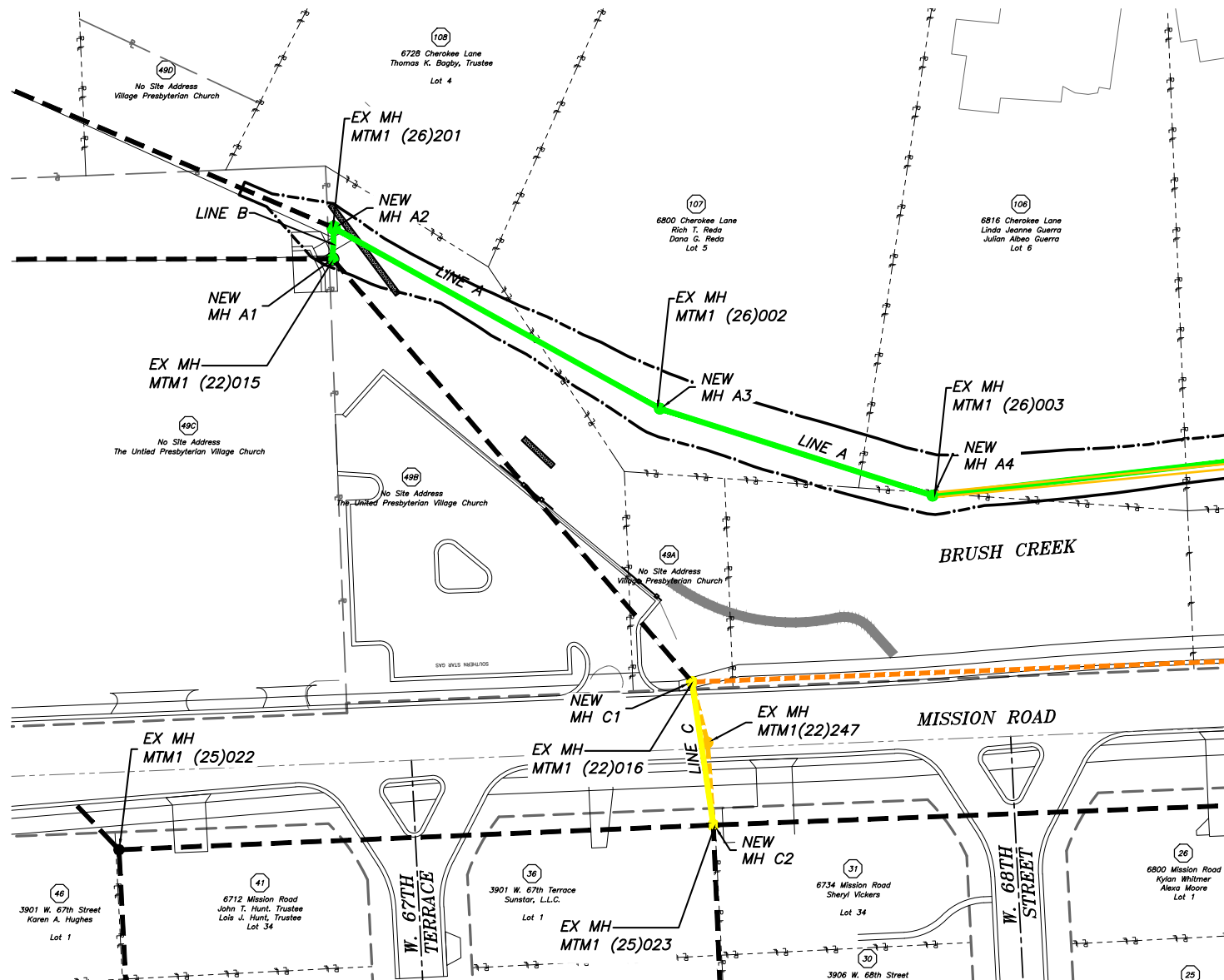
Client: PV/JCW

Project: Mission Road

Made By: LCR/JLF

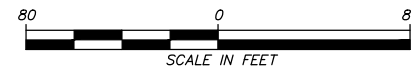
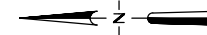
Tasks	Principal	Project Manager	Intern Engineer II	Intern Engineer I	Design Tech. II	CADD Technician II	Land Surveyor II	LABOR HOURS	LABOR COSTS	DIRECT EXPENSES & REIMBURSABLES		TOTAL FEE
	\$270.00	\$195.00	\$125.00	\$115.00	\$170.00	\$115.00	\$140.00			ITEM	COST	
<b>2.2 Project Bid Plans</b>												
A Update final plans based on JCW comments and prepare bid plans		8	16	2		32		58	\$ 7,470			\$ 7,470
A Submit bid plans and specifications		4	4	2				10	\$ 1,510			\$ 1,510
<b>Reimbursables</b>										Printing	\$ 85	\$ 85
										Mileage	\$ 10	\$ 10
<b>Subtotal Phase 2 - Hours</b>	0	70	88	45	4	200	0	407				
<b>Subtotal Phase 2 - Cost</b>	\$ -	\$ 13,650	\$ 11,000	\$ 5,175	\$ 680	\$ 23,000	\$ -		\$ 53,505		\$ 95.00	\$ 53,600
<b>PHASE 3: BIDDING SERVICES</b>												
<b>3.1 Bidding Services</b>												
A Bidding Services were included in original scope and estimate									\$ -			\$ -
<b>Reimbursables</b>										Printing		\$ -
										Mileage		\$ -
<b>Subtotal Phase 3 - Hours</b>	0	0	0	0	0	0	0	0				
<b>Subtotal Phase 3 - Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -
<b>PHASE 4: CONSTRUCTION SERVICES</b>												
<b>4.01 General Construction Services</b>												
A Respond to contractor sanitary sewer questions (Assume 4 times)		8		8				16	\$ 2,480			\$ 2,480
B Review shop drawings		4		8				12	\$ 1,700			\$ 1,700
C Final walk-through inspection		2	2					4	\$ 640			\$ 640
D Plan revisions to address sanitary sewer field conditions (Assume 1 revision)		2		8				10	\$ 1,310			\$ 1,310
E Prepare sanitary sewer record drawings		2		16				18	\$ 2,230			\$ 2,230
<b>Reimbursables</b>										Printing	\$ 40	\$ 40
										Mileage	\$ 50	\$ 50
<b>Subtotal Phase 4 - Hours</b>	0	18	2	40	0	0	0	60				
<b>Subtotal Phase 4 - Cost</b>	\$0	\$3,510	\$250	\$4,600	\$0	\$0	\$0		\$ 8,360		\$ 90	\$ 8,450
<b>GRAND TOTAL HOURS</b>	<b>9</b>	<b>209</b>	<b>142</b>	<b>181</b>	<b>42</b>	<b>444</b>	<b>72</b>	<b>1099</b>				
<b>GRAND TOTAL FEE</b>	<b>\$2,430</b>	<b>\$40,755</b>	<b>\$17,750</b>	<b>\$20,815</b>	<b>\$7,140</b>	<b>\$51,060</b>	<b>\$10,080</b>		<b>\$150,030</b>		<b>\$11,720</b>	<b>\$161,750</b>



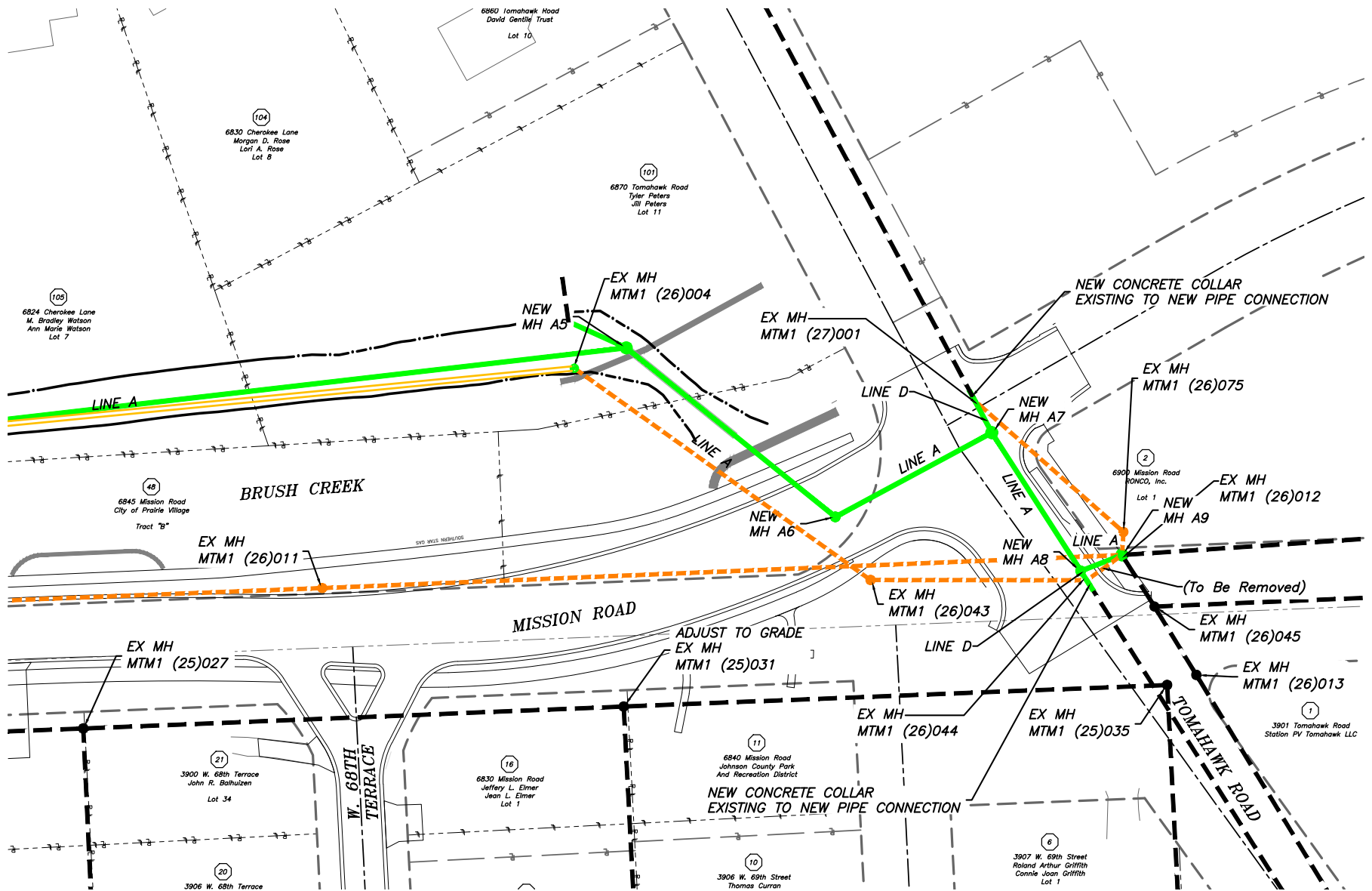


**LEGEND**

- NEW MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW MANHOLE - JCW PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - JCW PAYMENT RESPONSIBILITY
- NEW PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW PIPE - JCW PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - JCW PAYMENT RESPONSIBILITY

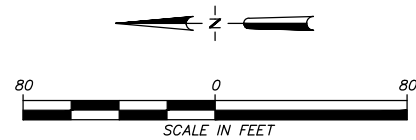


**EXHIBIT C**



**LEGEND**

- NEW MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW MANHOLE - JCW PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - CITY/COUNTY PAYMENT RESPONSIBILITY
- ABANDONED MANHOLE - JCW PAYMENT RESPONSIBILITY
- NEW PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- NEW PIPE - JCW PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - CITY/COUNTY PAYMENT RESPONSIBILITY
- - - ABANDONED PIPE - JCW PAYMENT RESPONSIBILITY



**EXHIBIT C**



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023

COU2023-14

### CONSIDER ENGINEERING DESIGN CONTRACT AMENDMENT WITH AFFINIS CORP FOR PROJECT MIRD0007: MISSION ROAD NEAR 68<sup>TH</sup> STREET FLOOD CONTROL PROJECT

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#### RECOMMENDATION

Move to approve engineering design contract Amendment 2 with Affinis Corp in the amount of \$301,557.64 for MIRD0007- Mission Road near 68<sup>th</sup> Street flood control project (SMAC).

#### BACKGROUND

A preliminary engineering study was completed in 2018 to secure Johnson County stormwater (SMAC) funding for this project that will remove homes and roadways from flooding along Mission Road. Funding was approved by the County and project design began in 2021. Design is ongoing and construction is anticipated to begin in the summer of 2023.

Johnson County Wastewater (JCW) has coordinated a sewer main improvement project in conjunction with the Mission Road flood control project. The project uses the opportunity to upgrade their sewer system while Mission Road is being reconstructed. JCW is funding 100% of the sanitary specific improvements, including design. This amendment includes \$161,750.00 of JCW specific design costs.

This amendment also includes \$139,807.64 for supplemental services related to the flood control design portion on the project which includes design changes, calculations, revisions, and additional cost estimating. SMAC funds 50% of these project design costs.

Plans are scheduled to be completed this spring with a construction start in the summer of 2023.

#### FUNDING SOURCE

Funds are available in the CIP under MIRD0007.

#### Revised contract totals:

Preliminary Design (2/15/21)	\$ 99,255.00
Final Design (Amendment 1- 9/20/21)	\$ 299,938.00
Additional Design (Amendment 2)	\$ 139,807.64
JCW Design (Amendment 2)	\$ 161,750.00
<hr/>	
Total Design Fee	\$ 700,750.64

#### Funding breakout:

SMAC Funding	\$ 269,500.32
Prairie Village Funding	\$ 269,500.32
JCW Funding	\$ 161,750.00
<hr/>	
Design Total	\$ 700,750.64

## **ATTACHMENTS**

1. Design Amendment Agreement with Affinis Corp

### **PREPARED BY**

Cliff Speegle, Senior Project Manager

March 14, 2023

## **AGREEMENT FOR PROFESSIONAL SERVICES AMENDMENT #2**

This AMENDMENT (“Amendment”) shall amend and become a part of the Agreement for Professional Consultant Services for design services dated February 16, 2021 between the City of Prairie Village, Kansas 66208, (“City”) and Affinis Corp (“Consultant”) providing design services for Project MIRD0007 – Mission Road and 68<sup>th</sup> Street Storm Drainage Project (“Project”).

### **SCOPE OF SERVICES**

City and Consultant hereby agree that Consultant’s Scope of Services under the Agreement is amended by adding:

- 1) Services related to JCW Sanitary Sewer Improvements, specifically described below, for the additional compensation set forth in Exhibit A.
- 2) Supplemental services related to the flood control design portion on the project for design changes, calculations, and revisions set forth in Exhibit B.

### **COMPENSATION**

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

- 1) Services related to JCW Sanitary Sewer Improvements : \$161,750.00
- 2) Supplemental services related to the flood control design portion on the project for design changes, calculations, and revisions: \$139,807.64

**The total fee for the aforementioned additional professional services provided, pursuant to this Amendment #2, is \$301,557.64, which raises the total fee for all services provided under the Agreement from \$399,193.00, to a new maximum fee of \$700,750.64.**

### **TERMS AND CONDITIONS OF SERVICE**

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

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

**City:**

City of Prairie Village, Kansas

**By:** \_\_\_\_\_

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

**ATTEST:**

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

**Consultant:**

Affinis Corp

**By:** \_\_\_\_\_

Michael McKenna, Vice President

**Address for giving notices:**

Affinis Corp  
Attn: Michael McKenna  
8900 Indian Creek Parkway, Suite 450  
Overland Park, KS 66210

Telephone: 913-239-1100  
Email: mmckenna@affinis.us

**APPROVED AS TO FORM BY:**

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

**Exhibit A: Supplemental Scope of Services**  
**Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project – JCW SUPPLEMENT**  
**(MIRD0007)**

## **I. Supplemental Scope of Services**

The supplemental scope of services (“scope”) for Brush Creek at Mission Road and 68<sup>th</sup> Street Flood Control Project -JCW SUPPLEMENT(MIRD0007) (“project”) is considered Part 3 and includes detailed design tasks to prepare construction documents for the sanitary sewer line along Brush Creek. The sanitary sewer extents are along Mission Road from the Tomahawk Road intersection to the south side of the 67th Street intersection, and within Brush Creek from the Tomahawk Road bridge to approximately 67th Terrace (shown in Exhibit C). The Part 3 tasks for this scope will be performed by Affinis Corp (“Consultant”) for the city of Prairie Village, KS (“City”).

Johnson County Wastewater (JCW) is responsible for the safe collection, transportation and treatment of wastewater generated by the City of Prairie Village. It is Affinis’ understanding that Johnson County Wastewater (JCW) has contracted the engineering firm HDR to model and route the new sanitary system to be constructed on this project. Based on this modeling, JCW will provide the required pipe size and slope for this interceptor and a preferred alignment. Ongoing coordination between the City of Prairie Village, JCW, HDR, and Affinis will be necessary.

The project scope includes preliminary design documents, final design documents, construction documents, and construction services.

## **II. General Design Requirements**

The Consultant shall furnish and perform the various professional duties and services required for the construction of the project as outlined in this scope. All plan development stages shall be completed no later than the current project's schedule, exclusive of delays beyond the Consultant’s control.

The consultant shall confirm that the design alternatives in Part 3 of the Project are in conformity with the following criteria:

- City’s Design and Construction Standards.
- City’s Project Procedures Manual.
- Johnson County Code of Regulations for Sanitary Sewer Use.
- Wastewater Discharge Standards
- Johnson County Wastewater Minimum Plan Requirements for Gravity Sewer Projects

The design plans shall be signed and sealed by the licensed professional engineer responsible for the preparation of the design plans. Right-of-way and easement descriptions shall be signed and sealed by the licensed land surveyor responsible for the preparation of these descriptions.

The scope associated with Part 3 of this project is broken out by phase, task, and sub-task, and is described in detail below. Within each phase, all tasks will be completed by the Consultant or by a subconsultant of the Consultant, unless otherwise noted.

### **Phase 1: Preliminary Design**

This phase involves the data collection and analysis for the development of preliminary plans. The following tasks are associated with Phase 1: Preliminary Design.

## **Task 1.1: Preliminary Design and Plans**

Prepare sanitary sewer interceptor plans and submit to city and Johnson County Wastewater (JCW) for review. It is assumed that JCW wants to replace the two existing interceptors in the project corridor with a single interceptor, and that JCW will provide the required pipe size and slope for this interceptor and a preferred alignment. It is assumed that the interceptor plans will be a separate plan set meeting JCW standards.

This task includes the design of the sanitary sewer and preparation of preliminary plans that include the following elements:

- A. Coordination with the City, JCW, and HDR
  1. Six virtual meetings assumed
  2. Transmit CAD files to coordination
- B. Design sanitary sewer layout from Tomahawk intersection to Manhole MTM1 (22)015 at corner of church parking lot.
- C. Prepare overall exhibit of proposed and existing sanitary sewer layout.
- D. Redesign sanitary sewer from Tomahawk intersection to Manhole MTM1 (22)034 (north of church) to accommodate project extension along Brush Creek
- E. Prepare Preliminary JCW Plans (24"x36" Plan Set)
  1. Cover sheet (1 Sheet)
  2. Legend and abbreviations (1 Sheet)
  3. General layout (1 Sheet)
  4. Plan and profile sheets (5 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.
    - Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
  5. Preliminary details and JCW standard details (2 Sheets)
- F. Review sanitary sewer conflicts analysis and coordinate to resolve.
- G. Structural Design
- H. Prepare Preliminary Sewer Plans for City Bid Set (22"x34" Plan Set).
  1. Plan and profile sheets (5 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.



- Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
2. Preliminary details and JCW standard details (2 Sheets)
  3. Restoration Schedule (1 Sheet)
  4. Tomahawk Road Plan and Profile (1 Sheet)
  5. Tomahawk Storm Sewer (1 Sheet)
  6. Tomahawk Intersection Detail (1 Sheet)
  7. Tomahawk Intersection Sidewalk Detail (1 Sheet)
  8. Tomahawk Road Cross Sections (1 Sheet)
  9. Structural Details (3 Sheets)
- I. Prepare quantities and develop preliminary Opinion of Probable Construction Cost (OPCC) for sanitary sewer. This cost will be itemized by unit of work and including a construction contingency.
  - J. Quality control review and submittal of plans to JCW and the City.

### **Task 1.2: Easement Documents**

Prepare easement documents for proposed sanitary sewer.

- A. Obtain Ownership and abutting property information (6 Reports).
- B. Prepare temporary and permanent easement descriptions (11 descriptions).
- C. Prepare tract maps (11 tract maps).
- D. Prepare descriptions and tract maps for vacation (8 tracts).
- E. Submit easement documents to JCW.

### **Task 1.3: Permitting and Approvals**

Prepare permit documents for proposed sanitary sewer.

- A. USACE Permitting.
- B. Kansas DWR Permit.
- C. SWPPP.

## **Phase 2: Final Design**

Final plans will be prepared following the completion of the city review process. The following tasks are associated with Phase 2: Final Design.

### **Task 2.1: Final Plans**

Prepare final plans, at a minimum, the final plans shall include all information from the preliminary plans plus the following detailed design additions:

- A. Update cover sheet, general notes, and general layout.

- B. Prepare abandonment plans
- C. Update Sanitary sewer plan and profile sheets.
- D. Sanitary Sewer details including JCW standard details and other details.
- E. Erosion control plans.
- F. Structural details for gabion basket retaining walls, concrete flume sidewalk, stacked stone wall replacement, and sewer encasement.
- G. Final review of utilities and coordination with conflicts.
- H. Prepare Final Sewer Plans for City Bid Set (22"x34" Plan Set)
  - 1. Abandonment Plan and Profile Sheets (5 Sheets)
  - 2. Plan and profile sheets (7 Sheets):
    - Plan scale = 1:20
    - Profile scale H = 1:20; V = 1:5
    - Property lines and owner information
    - Display location of existing utilities and underground facilities.
    - Landmark items to be protected or removed by project (fences, sprinklers, trees, shrubs, landscape beds, etc.)
  - 3. Preliminary details and JCW standard details (3 Sheets)
  - 4. Restoration Schedule (1 Sheet)
  - 5. Tomahawk Road Plan and Profile (1 Sheet)
  - 6. Tomahawk Storm Sewer (1 Sheet)
  - 7. Tomahawk Intersection Detail (1 Sheet)
  - 8. Tomahawk Intersection Sidewalk Detail (1 Sheet)
  - 9. Tomahawk Road Cross Sections (1 Sheet)
  - 10. Structural Details (3 Sheets)
- I. Prepare quantities and develop a final Opinion of Probable Construction Cost (OPCC) for sanitary sewer.
- J. Sanitary sewer specifications.
- K. Quality control review and submittal of final sanitary sewer plans to JCW and the City.

**Task 2.2: Project Bid Plans**

- A. After all comments from JCW on the final plans are received, the final plans will be updated to address all remaining outstanding review comments. Signed and sealed bid plans will be prepared.
- B. Submit a PDF file of the complete set of signed and sealed bid plans. One copy of the bid plans will be provided to JCW and City.

### **Phase 3: Bidding Services**

The bidding Services were included in the original project scope and are not part of this contract.

### **Phase 4: Construction Services**

Following the completion of the project bidding Phase 4 involves services provided during project construction. The following task is associated with Phase 4: Construction Services.

#### **Task 4.1: General Construction Services**

- A. Answer questions from the contractor regarding the design and interpretation of the sanitary sewer plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the bid plans.
- B. Review shop drawings.
- C. Participate in final walk-through inspection.
- D. Prepare plan revisions as necessitated by conditions encountered in the field during construction.
- E. Provide JCW with a complete set of record drawings for the Project. The record drawings shall be provided as a digital copy in PDF format. The city's construction representative shall provide the Consultant with red-ups and documentation of plan revisions, field modifications, or information necessary to prepare the record drawings. The final record drawings will include
  1. All change orders effecting the sanitary sewer.
  2. Minor design changes.
    1. Changes made in the field by city representatives and are marked on the construction plan set.
    2. Submit updated PDF files of the revised sheets.

**Additional Services:** Task items not included in this scope, but could be performed as an additional service:

- Sanitary sewer interceptor design (included any necessary additional survey) beyond the defined improvement limits for this project.
- Provide field staking for proposed sanitary sewer structures (as needed)
- Provide field staking of rights-of-way and/or easements prior to acquisition and construction (as requested by JCW or the city) and meet with JCW or the city to identify easement and right-of-way locations
- Easement layout to include property lines and owner information, subdivision names, lots and sites address.
- Construction services beyond what is described in this scope, including observation.



**Brush Creek at Mission Road and 68th Street Flood Control Project (Part 3)**

**MIRD0007**

City of Prairie Village, Kansas

Date: 1/30/2023

Exhibit A

Client: PV/JCW

Project: Mission Road

Made By: LCR/JLF

Tasks		Principal	Project Manager	Intern	Intern	Design	CADD	Land	LABOR	LABOR	DIRECT EXPENSES &		TOTAL
				Engineer II	Engineer I	Tech. II	Technician II	Surveyor II	HOURS	COSTS	REIMBURSABLES		FEE
		\$270.00	\$195.00	\$125.00	\$115.00	\$170.00	\$115.00	\$140.00			ITEM	COST	
<b>PHASE 1: PRELIMINARY SANITARY SEWER DESIGN</b>													
<b>1.1</b>	<b>Preliminary Design and Plans</b>												
A	Coordination with City, JCW and HDR	8	24		12	4			48	\$ 8,900			\$ 8,900
B	Design sanitary sewer layout		24	8		8			40	\$ 7,040			\$ 7,040
C	Prepare exhibit of proposed and existing sanitary sewer		8			4	16		28	\$ 4,080			\$ 4,080
D	Redesign of sanitary sewer based on project extention		16		4	8	16		44	\$ 6,780			\$ 6,780
E	Prepare Preliminary JCW Plans (10 Sheets)		8	12	12	6	60		98	\$ 12,360			\$ 12,360
F	Sanitary Sewer conflict review		2	4		4	2		12	\$ 1,800			\$ 1,800
G	Structural Design		4		16		12		32	\$ 4,000			\$ 4,000
H	Prepare Preliminary Plans for City Bid Set (22"x34" Plan Set) (16 Sheets)		4		8		32		44	\$ 5,380			\$ 5,380
I	Preliminary OPCC for proposed sanitary sewer		4	8	8				20	\$ 2,700			\$ 2,700
J	QC/QA and Submittal	1	8	20			26		55	\$ 7,320			\$ 7,320
<b>1.2</b>	<b>Easement Documents</b>												
A	Ownership and abutting property info (6 O&E Reports)							4	4	\$ 560	O&E Reports	\$ 1,500.00	\$ 2,060
B	Easement descriptions (11 properties)							32	32	\$ 4,480			\$ 4,480
C	Easement Exhibits (11 tract maps)		2			4	40	10	56	\$ 7,070			\$ 7,070
D	Easement vacations (8 tracts)		2				24	24	50	\$ 6,510			\$ 6,510
E	Submit easement documents to JCW		1					2	3	\$ 475			\$ 475
<b>1.3</b>	<b>Permitting and Approvals</b>												
A	USACE Permitting including exhibits		8		16		16		40	\$ 5,240	HG Consult	\$ 10,000.00	\$ 15,240
B	Kansas DWR Permit		2		4				6	\$ 850			\$ 850
B	SWPPP		4		16				20	\$ 2,620			\$ 2,620
	<b>Reimbursables</b>										Printing	\$ 25	\$ 25
											Mileage	\$ 10	\$ 10
	<b>Subtotal Phase 1 - Hours</b>	9	121	52	96	38	244	72	632				
	<b>Subtotal Phase 1 - Cost</b>	\$ 2,430	\$ 23,595	\$ 6,500	\$ 11,040	\$ 6,460	\$ 28,060	\$ 10,080		\$ 88,165		\$ 11,535	\$ 99,700
<b>PHASE 2: FINAL DESIGN</b>													
<b>2.1</b>	<b>Final plans</b>												
A	Updated cover sheet, general notes, and general layout (3 Sheets)		2				6		8	\$ 1,080			\$ 1,080
B	Prepare abandonment plans (5 Sheets)		5	20			20		45	\$ 5,775			\$ 5,775
C	Update plan and profile sheets (7 Sheets)		16	16			56		88	\$ 11,560			\$ 11,560
D	Sanitary sewer details (3 Sheets)		4	2			6		12	\$ 1,720			\$ 1,720
E	Erosion control plans (11 Sheets)		2	8			22		32	\$ 3,920			\$ 3,920
F	Structural details (3 Sheets)		3		9		24		36	\$ 4,380			\$ 4,380
G	Final review and coordination with conflicts		2	4		4	2		12	\$ 1,800			\$ 1,800
H	Final Sewer Plans for City Bid Set (22"x34" Plan Set) (24 Sheets)		4		12		24		40	\$ 4,920			\$ 4,920
I	Final OPCC for proposed sanitary sewer		4	8	16				28	\$ 3,620			\$ 3,620
J	Sanitary sewer specifications		12	8	4				24	\$ 3,800			\$ 3,800
K	Quaility control review and submittal of sanitary sewer final plans		4	2			8		14	\$ 1,950			\$ 1,950



**Brush Creek at Mission Road and 68th Street Flood Control Project (Part 3)**

**MIRD0007**

City of Prairie Village, Kansas

Date: 1/30/2023

Exhibit A

Client: PV/JCW

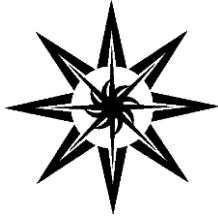
Project: Mission Road

Made By: LCR/JLF

Tasks		Principal	Project Manager	Intern	Intern	Design	CADD	Land	LABOR	LABOR	DIRECT EXPENSES & REIMBURSABLES		TOTAL
				Engineer II	Engineer I	Tech. II	Technician II	Surveyor II	HOURS	COSTS	ITEM	COST	FEE
		\$270.00	\$195.00	\$125.00	\$115.00	\$170.00	\$115.00	\$140.00					
<b>2.2</b>	<b>Project Bid Plans</b>												
A	Update final plans based on JCW comments and prepare bid plans		8	16	2		32		58	\$ 7,470			\$ 7,470
A	Submit bid plans and specifications		4	4	2				10	\$ 1,510			\$ 1,510
	<b>Reimbursables</b>										Printing	\$ 85	\$ 85
											Mileage	\$ 10	\$ 10
	<b>Subtotal Phase 2 - Hours</b>	0	70	88	45	4	200	0	407				
	<b>Subtotal Phase 2 - Cost</b>	\$ -	\$ 13,650	\$ 11,000	\$ 5,175	\$ 680	\$ 23,000	\$ -		\$ 53,505		\$ 95.00	\$ 53,600
	<b>PHASE 3: BIDDING SERVICES</b>												
<b>3.1</b>	<b>Bidding Services</b>												
A	Bidding Services were included in original scope and estimate									\$ -			\$ -
	<b>Reimbursables</b>										Printing		\$ -
											Mileage		\$ -
	<b>Subtotal Phase 3 - Hours</b>	0	0	0	0	0	0	0	0				
	<b>Subtotal Phase 3 - Cost</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	\$ -
	<b>PHASE 4: CONSTRUCTION SERVICES</b>												
<b>4.01</b>	<b>General Construction Services</b>												
A	Respond to contractor sanitary sewer questions (Assume 4 times)		8		8				16	\$ 2,480			\$ 2,480
B	Review shop drawings		4		8				12	\$ 1,700			\$ 1,700
C	Final walk-through inspection		2	2					4	\$ 640			\$ 640
D	Plan revisions to address sanitary sewer field conditions (Assume 1 revision)		2		8				10	\$ 1,310			\$ 1,310
E	Prepare sanitary sewer record drawings		2		16				18	\$ 2,230			\$ 2,230
	<b>Reimbursables</b>										Printing	\$ 40	\$ 40
											Mileage	\$ 50	\$ 50
	<b>Subtotal Phase 4 - Hours</b>	0	18	2	40	0	0	0	60				
	<b>Subtotal Phase 4 - Cost</b>	\$0	\$3,510	\$250	\$4,600	\$0	\$0	\$0		\$ 8,360		\$ 90	\$ 8,450
	<b>GRAND TOTAL HOURS</b>	<b>9</b>	<b>209</b>	<b>142</b>	<b>181</b>	<b>42</b>	<b>444</b>	<b>72</b>	<b>1099</b>				
	<b>GRAND TOTAL FEE</b>	<b>\$2,430</b>	<b>\$40,755</b>	<b>\$17,750</b>	<b>\$20,815</b>	<b>\$7,140</b>	<b>\$51,060</b>	<b>\$10,080</b>		<b>\$150,030</b>		<b>\$11,720</b>	<b>\$161,750</b>

### Exhibit B

Event	Employees	Cost	Total
<u>Third Party Independent Reviews -</u> Evaluation of WRS memo comments including HEC-RAS and PCSWMM analysis. Review of model to verify design by Freese and Nichols.	Tony	\$ 1,700.00	
	Drew	\$ 3,780.00	
	Jason	\$ 6,825.00	
	Kellen	\$ 11,064.08	
	FNI	\$ 2,285.00	
<u>Additional Cost Estimating -</u> Complete 3 additional cost estimates for additional project alternatives, change in project limits, and evaluation of current bidding environment.	Jason	\$ 3,997.50	
	Drew	\$ 1,200.00	
	Jose	\$ 2,666.25	
	Tony	\$ 1,275.00	
<u>Additional Survey -</u> Additional survey necessary for the expanded north limits.	Aubrey	\$ 6,090.00	
	Justin	\$ 5,040.00	
	Will	\$ 1,760.00	
	Robert	\$ 960.00	
<u>Alternative Analysis -</u> Additional analysis to evaluate super elevation along Mission Road, so side streets do not have a sag (checked but not used).	Tony	\$ 3,825.00	
	Drew	\$ 2,580.00	
	Jason	\$ 536.25	
<u>Additional Stormwater and Channel Modeling-</u> Creating unsteady state model for Brush Creek. Additional HEC-RAS models and PCSWMM adjustments to refine the design. Plansheet revision for changes.	Drew	\$ 1,800.00	
	Kellen	\$ 43,618.56	
	Jason	\$ 10,230.00	
	Jose	\$ 6,750.00	
	Tony	\$ 18,225.00	
<u>Landscape Architect-</u> Additional effort for erosion control.	Design	\$ 3,600.00	
			<b>\$ 3,600.00</b>
<b>Total</b>			<b>\$ 139,807.64</b>



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: March 20, 2023

### **COU2023- 15 CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2023 RESIDENTIAL STREET PROGRAM**

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#### **RECOMMENDATION**

Move to approve the design agreement with Affinis Corporation for the design of the 2023 Paving Program in the amount of \$171,500.

#### **BACKGROUND**

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2021, 2022 and 2023 in November 2020. Affinis Corp was selected as the City's design consultant from the 3 firms interviewed. Affinis Corporation has been working for the City for the past several years and has performed very well.

This agreement is for the design of the 2023 Residential Street Program. Construction is anticipated to begin in the early summer of 2023.

Analysis of the scope and fee shows that costs have not significantly increased from last year's contract.

Funds were reserved in PAVP2022 for design needs. Those funds will be moved into PAVP2023.

#### **FUNDING SOURCE**

Funding is available in the CIP project PAVP2022 and PAVP2023.

PAVP2022	\$50,000 (moved to PAVP2023)
PAVP2023	<u>\$121,500</u>
	\$171,500

#### **ATTACHMENTS**

1. Agreement with Affinis Corp

#### **PREPARED BY**

Melissa Prenger, City Engineer

March 14, 2023

# AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

2023 RESIDENTIAL STREET PROGRAM (PAVP2023)

*THIS AGREEMENT*, made at the Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, hereinafter called the “Consultant”.

*WITNESSED, THAT WHEREAS*, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2023 Residential Street Program, hereinafter called the “Project”,

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

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

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

## Article I City Responsibilities

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



- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the following Project:

2023 Paving Program includes the following streets:

1. 69th Street (Tomahawk Road to Oxford Road) - 69ST01-1
2. Chadwick Drive (77th Street to Canterbury Street) - CHADR02-01
3. 67th Street (Nall Avenue to El Monte) - 67ST02-1
4. 71st Street (Belinder Avenue to Cherokee Drive) - 71ST02-1
5. 75th Place (Belinder Avenue to Norwood Drive) - 75PL02-1
6. 80th Street (Roe Avenue to 81st Street) - 80ST01-1
7. 80th Street CDS (End to 80th Street) - 80ST02-1
8. 81st Street (Roe Avenue to 80th Street) - 81ST03-1
9. Delmar Street (67th Street to 69th Street) - DELR01-1
10. Village Drive CDS (Village Drive to End) - VIDR03-1
11. Rosewood Drive (76th Street to 76th Terrace) - RODR03-1

Note: Previously designed streets may be carried over from previous paving programs and included in the 2023 Paving Program.

## Article II Consultant Responsibilities

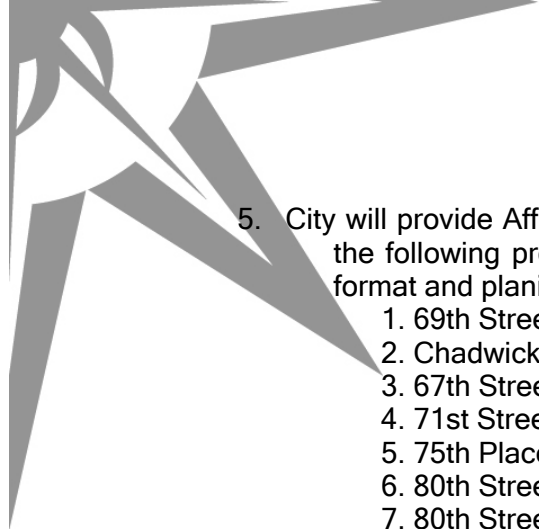
- A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- B. **Prime Consultant** The Consultant shall serve as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

## Article III Scope of Services

## A. Design Phase:

Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited, to these phases and tasks. The scope is generally defined below.

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Conduct field reconnaissance with City to evaluate and identify:
  - a. Design issues.
  - b. Need for drainage improvements.
  - c. Need for full depth pavement repairs.
  - d. Need for sidewalk replacement.
  - e. Location for new sidewalk.
  - f. Need for curb and gutter replacement.
  - g. Need for and limits of driveway replacement.
  - h. Need for which type of ADA ramps.
  - i. Utility locations and conflicts.
  - j. Tree conflicts.
4. Perform topographic and field survey of identified project locations.
  - a. Perform survey from Centerline of roadway to 10-foot beyond right-of-way. This is limited to the one side of the street where the sidewalk will be added at the following location:
    1. 69th Street (Tomahawk Road to Oxford Road)
  - b. It is assumed that the sidewalk will not be included on the following eight (8) streets and survey will not be included in this project:
    1. 67th Street (Nall Avenue to El Monte)
    2. 71st Street (Belinder Avenue to Cherokee Drive)
    3. 75th Place (Belinder Avenue to Norwood Drive)
    4. 80th Street (Roe Avenue to 81st Street)
    5. 80th Street CDS (End to 80th Street)
    6. 81st Street (Roe Avenue to 80th Street)
    7. Delmar Street (67th Street to 69th Street)
    8. Village Drive CDS (Village Drive to End)
    9. Rosewood Drive (76th Street to 76th Terrace)
  - c. Survey for Chadwick Street was obtained under the 2021 Project.

- 
5. City will provide Affinis aerial and topographic data from Johnson County AIMS mapping for the following project eleven (11) locations. Information shall include the aerial in a “.tif” format and planimetric, parcels and utilities in a “.dwg” format.
    1. 69th Street (Tomahawk Road to Oxford Road) - 69ST01-1
    2. Chadwick Drive (77th Street to Canterbury Street) - CHADR02-01
    3. 67th Street (Nall Avenue to El Monte) - 67ST02-1
    4. 71st Street (Belinder Avenue to Cherokee Drive) - 71ST02-1
    5. 75th Place (Belinder Avenue to Norwood Drive) - 75PL02-1
    6. 80th Street (Roe Avenue to 81st Street) - 80ST01-1
    7. 80th Street CDS (End to 80th Street) - 80ST02-1
    8. 81st Street (Roe Avenue to 80th Street) - 81ST03-1
    9. Delmar Street (67th Street to 69th Street) - DELR01-1
    10. Village Drive CDS (Village Drive to End) - VIDR03-1
    11. Rosewood Drive (76th Street to 76th Terrace) - RODR03-1
  6. Schedule and attend up to two (2) joint utility coordination meetings and up to four (4) individual utility meetings. Request utility comments coordinate planned relocations among agencies and verify relocation/adjustment schedule.
  7. Attend and prepare minutes for up to six (6) virtual project meetings and six (6) in person project meetings. Affinis will disperse the minutes to City representative and all other attendees within five working days.
  - ~~8. City will complete the sidewalk memoranda for sidewalk petitions. Affinis will print and distribute sidewalk petitions by certified mail to property owners adjacent to street segments included in the 2023 Paving Program that do not have sidewalk. Distribute letter notifications by certified mail, with return receipt, to both property owners and residents abutting street segments under consideration for sidewalk. Tally the survey results and provide City with results.~~
  9. City staff will perform condition assessment of the existing storm sewer system in project locations to identify storm sewer structures and pipes requiring maintenance or replacement.
    - a. It is assumed that storm sewer improvements will be needed only at Chadwick Street locations
    - b. Design 390-feet of storm sewer with 5 new structures and 2 top replacements on Chadwick Street
  10. Prepare Preliminary (60%) Plans:

Each project location will be a separate plan set with coversheet for signature. Anticipate eleven (11) plan sets with a total of 71 sheets as follows:

    - a. Cover Sheet (11 sheets)
    - b. Legend (not included in project)
    - c. Typical Sections (11 sheets)
    - d. Driveway Schedules (11 sheets)
    - e. Plan Sheets
      - (1) Will use aerial and topographic data from Johnson County AIMS mapping as a background
      - (2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, and owner name based on latest AIMS coverage data.
      - (3) Will provide sidewalk replacement, resurfacing limits, and curb & gutter replacement

(4) Plan scale shall be 1:20

(5) Anticipate 30 sheets at these nine (9) locations:

1. 67th Street - mill & overlay/pavement reconstruction (9 sheets)
2. 71st Street - mill & overlay (7 sheets)
3. 75th Place - mill & overlay (1 sheet)
4. 80th Street - mill & overlay (3 sheets)
5. 80th Street CDS - concrete reconstruction (1 sheet)
6. 81st Street - mill & overlay (4 sheets)
7. Delmar Street - mill & overlay (3 sheets)
8. Village Drive CDS - concrete reconstruction (1 sheet)
9. Rosewood Drive - pavement reconstruction (1 sheets)

f. Plan and Profile Sheets

(1) Will use obtained topographic survey as a background

(2) Will show center line alignment, street right-of-way, edge of pavement, house outline, address, owner name based on latest AIMS coverage data, all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and streetlights, as well as all conflicts and test pits, irrigation systems, known electronic dog fences and any other pertinent surface feature

(3) Plan scale shall be 1:20, Profile scale shall be H=1:20, V=1:5

(4) Anticipate 8 sheets at these two (2) locations:

1. Chadwick Street - storm sewer (4 sheets)
2. 69th Street - sidewalk addition (4 sheets)

11. Perform quantity take off and develop a Preliminary (60%) Opinion of Probable Construction Cost itemized by City defined construction pay items with contractor's provided unit pricing. Add to the total construction cost, a contingency of 15 percent.

12. Submit PDF sets of each Preliminary (60%) Plans for City review.

13. Perform field check with City, if desired.

14. Prepare Final (95%) Plans:

Each project location will be a separate plan set with coversheet for signature. Anticipate eleven (11) plan sets with a total of 85 sheets as follows:

- a. Respond to city review comments on the Preliminary (60%) Plans
- b. Cover Sheet (11 sheets)
- c. Legend (not included in project)
- d. Survey Reference (benchmarks, control points, and alignment data)
  1. Chadwick Street (1 sheets)
  2. 69th Street (1 sheets)
- e. Typical sections (11 sheets)
- f. Plan Sheets (30 sheets)
- g. Plan and Profile Sheets (8 sheets)
- h. Pavement Marking Plans

(1) Existing shared bike lanes on 67th Street. Assume no additional pavement marking

sheets. Will show pavement markings on plan sheets. Task includes pavement marking layout and design.

(2) Existing speed hump markings on 69th Street and 71st Street (2 sheets)

(3) Add proposed shared bike lanes on 71st Street according to the Prairie Village Bike Master Plan. Assume no additional pavement marking sheets. Will show pavement markings on plan sheets. Task includes pavement marking layout and design.

i. Traffic Signal Plans (2 Sheets)

(1) Obtain traffic signal plans from the City for 67th Street & Roe Ave and 67th Street & Nall Ave

(2) Replacement of loop detection at the Intersection of 67th Street & Roe Ave

(3) Replacement of loop detection at the Intersection of 67th Street & Nall Ave

j. Cross sections

(1) At 25-foot intervals and driveways

(2) Cross sections for road centerline to right-of-way on side with sidewalk addition

(3) Anticipate cross sections at the following two (2) locations:

1. Chadwick Street (3 sheet)

2. 69th Street (14 sheets)

k. ~~Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.~~ (not included in project)

l. Special Details (2 sheets)

m. ~~City Standard Detail Drawings~~ (not included in project)

15. ~~Prepare specifications~~ (not included in project)

16. Perform quantity take off and prepare a Final (95%) Plan Opinion of Probable Construction Cost using contractor provided unit pricing.

17. Submit one PDF half-size set of Final (95%) Plans for City review. (Specifications not included in project)

18. ~~Prepare Construction Documents:~~ (not included in project)

a. ~~Respond to city review comments on the Final (95%) Plans~~

b. ~~Provide to the City a spreadsheet of the construction quantities for each street and a total for the program.~~

c. ~~Prepare PDF half-size sets of the Construction Plans for the contractor and the City.~~

d. ~~Provide electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.~~

B. Construction Services Phase

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.

2. ~~Prepare for and attend a preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.~~

3. Provide periodic consultation by telephone or email to assist with construction issues.

- a. Consultation will be initiated by Client and/or Construction Representative.
  - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
  - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
4. Review shop drawings and submittals.
  5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
  6. ~~Prepare final record drawings which reflect:~~
    - a. ~~Minor design changes.~~
    - b. ~~Changes made in the field by City representatives and are marked on the construction plan set.~~
  7. ~~Submit to the City electronic CAD files and TIFF images of the revised sheets.~~
  8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

## Article IV Time Schedule

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

Notice to Proceed Received	February 22, 2023
Survey Complete	March 8, 2023
Preliminary (60%) Plans	April 14, 2023
Final (95%) Plans	May 26, 2023
Issued to Contractor	June 9, 2023

## Article V Compensation

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

2023 Paving Program

Design Phase	<u>\$158,000.00</u>
Construction Services Phase	<u>\$13,500.00</u>
Total Project Fee	<u>\$171,500.00</u>

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

## Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.

- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
12. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
  13. 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;
  14. 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;
  15. 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.
  16. 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:**

Affinis Corp

By: \_\_\_\_\_

*Michael McKenna*  
Mike McKenna, Vice President

Address for giving notices:

Affinis Corp  
8900 Indian Creek Parkway  
Suite 450, Building 6  
Overland Park, Kansas 66210

Telephone: 913-239-2281  
Email: [mmckenna@affinis.us](mailto:mmckenna@affinis.us)

APPROVED AS TO FORM BY:

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



**Exhibit B**  
**PROJECT ESTIMATING SHEET**  
 PV Project Number: PAVP2023  
 2023 Paving Program

Prairie Village, Kansas

Date: 2/1/2023

Made By: JLF

Tasks	PRINCIPAL	PROJECT	SENIOR	ENGINEER	INTERN	INTERN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	OTHER DIRECT COSTS		TOTAL
	SR PM	MANAGER I	ENGINEER I	II	ENGINEER II	ENGINEER I	TECH II	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	ITEM	COST	FEE
	\$290.00	\$220.00	\$220.00	\$185.00	\$140.00	\$130.00	\$190.00	\$120.00	\$110.00	\$160.00	\$130.00	\$110.00	\$115.00				
<b>A. DESIGN PHASE</b>																	
1. Pre-design meeting		2				2								\$700	Mileage	\$20	\$720
2. Review existing information		4			8									\$2,000			\$2,000
3. Field reconnaissance		16		4		16		16						\$8,260			\$8,260
4. Field survey (69th Street)		2							16	8	24	24	2	\$9,470	Mileage+Mail	\$300	\$9,770
5. Request AIMS mapping from City		2			2				4					\$1,160			\$1,160
6. Utility coordination (6 meetings)		12		6	24		6							\$8,250			\$8,250
7. Project meetings and documentation (12 meetings)		18		4	18		4						2	\$8,210	Mileage	\$120	\$8,330
8. Distribute sidewalk petitions														\$0	USPS Cert Mail		\$0
9. Storm sewer (Chadwick St)		8				8		8						\$3,760			\$3,760
10. Preliminary (60%) Plans																	
Cover Sheet (11 sheet)		5			3	3								\$1,910			\$1,910
Legend (1 sheet)														\$0			\$0
Typical sections (11 sheets)		4			4	4		8						\$2,920			\$2,920
Schedules (11 sheets)		4				11								\$2,310			\$2,310
Plan Sheets (30 sheets)		16			30	30	16							\$14,660			\$14,660
Plan and Profile Sheets (8 sheets)		8			40	40	16							\$15,600			\$15,600
QC/QA	2	8			16	16								\$6,660			\$6,660
11. Quantity Takeoffs & Preliminary (60%) OPCC		4			8	8							1	\$3,155			\$3,155
12. Submit Preliminary (60%) Plans to City		8											1	\$1,875			\$1,875
13. Perform field check		8				16								\$3,840	Mileage	\$20	\$3,860
14. Prepare Final (95%) Plans																	
Cover Sheet (11 sheet)		4				4								\$1,400			\$1,400
Legend (1 sheet)														\$0			\$0
Survey Reference (2 sheets)		2			4	4								\$1,520			\$1,520
Typical sections (11 sheets)		4			4	4								\$1,960			\$1,960
Plan Sheets (30 sheets)		16		8	30	30	8							\$14,620			\$14,620
Plan and Profile Sheets (8 sheets)		8			20	20	8							\$8,680			\$8,680
Pavement Marking Plans (2 sheets)		4		8				12						\$3,800			\$3,800
Traffic Signal Plans (2 sheets)		4		8				16						\$4,280			\$4,280
Cross sections (17 sheets)		16			30	30								\$11,620			\$11,620
Traffic control														\$0			\$0
Details (2 sheets)		4			4	4								\$1,960			\$1,960
City Standard Details														\$0			\$0
QC/QA	2	8		4	16	16								\$7,400			\$7,400
15. Specifications														\$0			\$0
16. Quantity Takeoffs & Final (95%) OPCC		4			8	8							1	\$3,155			\$3,155
17. Submit Final (95%) Plans and specs to City		8											1	\$1,875			\$1,875
18. Construction Documents														\$0			\$0
															Repro./Delivery	\$530	\$530
<b>DESIGN PHASE - SUBTOTAL HOURS</b>	4	211	0	42	269	274	58	60	20	8	24	24	8	1002			
<b>DESIGN PHASE - SUBTOTAL FEE</b>	\$1,160	\$46,420	\$0	\$7,770	\$37,660	\$35,620	\$11,020	\$7,200	\$2,200	\$1,280	\$3,120	\$2,640	\$920	\$157,010		\$990	<b>\$158,000</b>
<b>B. CONSTRUCTION SERVICES PHASE</b>																	
1. Utility coordination		4			4								1	\$1,555			\$1,555
2. Pre-construction meeting and documentation														\$0			\$0



**Exhibit B**  
**PROJECT ESTIMATING SHEET**  
 PV Project Number: PAVP2023  
 2023 Paving Program

Prairie Village, Kansas

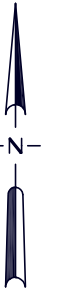
Date: 2/1/2023

Made By: JLF

Tasks	PRINCIPAL	PROJECT	SENIOR	ENGINEER	INTERN	INTERN	DESIGN	CADD	CADD	LAND	SURVEY	SURVEY	ADMIN.	LABOR	OTHER DIRECT COSTS		TOTAL
	SR PM	MANAGER I	ENGINEER I	II	ENGINEER II	ENGINEER I	TECH II	TECH II	TECH I	SURVEY II	CREW II	CREW I	SUPPORT	COSTS	ITEM	COST	FEE
3. Periodic construction consultation	2	8			16									\$4,580			\$4,580
4. Shop drawing & submittal review		2		2	8								1	\$2,045			\$2,045
5. Plan revisions		2			8		8							\$3,080			\$3,080
6. Record drawings														\$0			\$0
7. Furnish CAD files & TIFF images														\$0			\$0
8. Construction progress meetings (4 meetings)		4			8								1	\$2,115	Mileage	\$125.00	\$2,240
																	\$0
																	\$0
<b>CONSTRUCTION SERVICES PHASE - SUBTOTAL HOURS</b>	2	20	0	2	44	0	8	0	0	0	0	0	3	79			
<b>CONSTRUCTION SERVICES PHASE - SUBTOTAL FEE</b>	\$580	\$4,400	\$0	\$370	\$6,160	\$0	\$1,520	\$0	\$0	\$0	\$0	\$0	\$345	\$13,375		\$125.00	<b>\$13,500</b>
<b>Grand Total - Fee</b>	<b>\$1,740</b>	<b>\$50,820</b>	<b>\$0</b>	<b>\$8,140</b>	<b>\$43,820</b>	<b>\$35,620</b>	<b>\$12,540</b>	<b>\$7,200</b>	<b>\$2,200</b>	<b>\$1,280</b>	<b>\$3,120</b>	<b>\$2,640</b>	<b>\$1,265</b>	<b>\$170,385</b>		<b>\$1,115</b>	<b>\$171,500</b>
<b>Grand Total - Hours</b>	<b>6</b>	<b>231</b>	<b>0</b>	<b>44</b>	<b>313</b>	<b>274</b>	<b>66</b>	<b>60</b>	<b>20</b>	<b>8</b>	<b>24</b>	<b>24</b>	<b>11</b>		<b>1081</b>		

# 2023 PAVING PROGRAM LOCATION MAP

## CITY OF PRAIRIE VILLAGE *Star of Kansas*



### LEGEND OF SYMBOLS

- STREETS
- CITY LIMITS
- PRIVATE STREETS
- PARKS
- SCHOOLS
- SYNAGOGUES
- CHURCHES
- SHOPPING CENTERS
- PEDESTRIAN WALKWAY
- RESIDENTIAL - NO SURVEY
- RESIDENTIAL - SURVEY
- ARTERIAL
- COLLECTOR

**69TH STREET (69ST01-1)**  
(Tomahawk Rd. to Oxford Rd.)

**DELMAR STREET (DELR01-1)**  
(67th St. to 69th St.)

**67TH STREET (67ST02-1)**  
(El Monte Dr. to Nall Ave.)

**VILLAGE DRIVE CDS (VIDR03-1)**  
(Village Dr. to End)

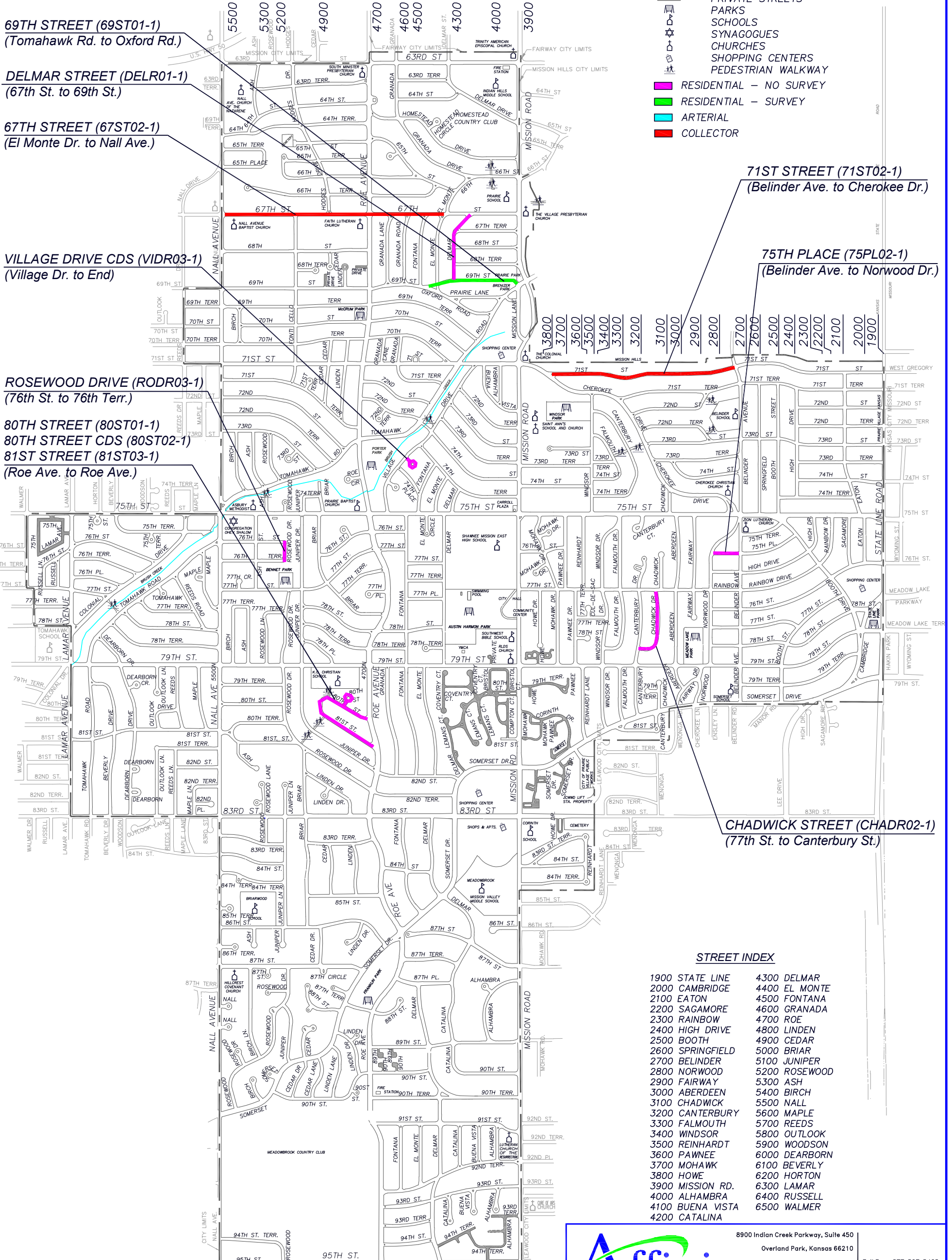
**ROSEWOOD DRIVE (RODR03-1)**  
(76th St. to 76th Terr.)

**80TH STREET (80ST01-1)**  
**80TH STREET CDS (80ST02-1)**  
**81ST STREET (81ST03-1)**  
(Roe Ave. to Roe Ave.)

**71ST STREET (71ST02-1)**  
(Belinder Ave. to Cherokee Dr.)

**75TH PLACE (75PL02-1)**  
(Belinder Ave. to Norwood Dr.)

**CHADWICK STREET (CHADR02-1)**  
(77th St. to Canterbury St.)



### STREET INDEX

- |                  |               |
|------------------|---------------|
| 1900 STATE LINE  | 4300 DELMAR   |
| 2000 CAMBRIDGE   | 4400 EL MONTE |
| 2100 EATON       | 4500 FONTANA  |
| 2200 SAGAMORE    | 4600 GRANADA  |
| 2300 RAINBOW     | 4700 ROE      |
| 2400 HIGH DRIVE  | 4800 LINDEN   |
| 2500 BOOTH       | 4900 CEDAR    |
| 2600 SPRINGFIELD | 5000 BRIAR    |
| 2700 BELINDER    | 5100 JUNIPER  |
| 2800 NORWOOD     | 5200 ROSEWOOD |
| 2900 FAIRWAY     | 5300 ASH      |
| 3000 ABERDEEN    | 5400 BIRCH    |
| 3100 CHADWICK    | 5500 NALL     |
| 3200 CANTERBURY  | 5600 MAPLE    |
| 3300 FALMOUTH    | 5700 REEDS    |
| 3400 WINDSOR     | 5800 OUTLOOK  |
| 3500 REINHARDT   | 5900 WOODSON  |
| 3600 PAWNEE      | 6000 DEARBORN |
| 3700 MOHAWK      | 6100 BEVERLY  |
| 3800 HOWE        | 6200 HORTON   |
| 3900 MISSION RD. | 6300 LAMAR    |
| 4000 ALHAMBRA    | 6400 RUSSELL  |
| 4100 BUENA VISTA | 6500 WALMER   |
| 4200 CATALINA    |               |



8900 Indian Creek Parkway, Suite 450  
Overland Park, Kansas 66210

Phone: 913-239-1100

Toll Free: 877-527-5468

Fax: 913-239-1111

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Building long-lasting relationships

**MAYOR'S ANNOUNCEMENTS**  
**Monday, March 20, 2023**

Diversity Committee	03/21/2023	4:00 p.m.
Environmental Committee	03/22/2023	5:30 p.m.
VillageFest Committee	03/23/2023	5:30 p.m.
JazzFest Committee	03/28/2023	5:30 p.m.
City Council	04/03/2023	6:00 p.m.
Planning Commission	04/04/2023	7:00 p.m.
Tree Board	04/05/2023	6:00 p.m.
Diversity Committee	04/11/2023	4:00 p.m.
City Council	04/17/2023	6:00 p.m.
City Council Work Session	04/24/2023	6:00 p.m.

=====

**INFORMATIONAL ITEMS**  
**March 20, 2023**

1. Parks and Recreation Committee Minutes – January 11, 2023
2. Arts Council Minutes – January 11, 2023
3. Planning Commission Minutes – February 7, 2023

**PARKS AND RECREATION COMMITTEE**  
**5:30 p.m., January 11, 2023**  
**City Hall**

**MINUTES**

**In attendance:** Chairperson Terrence Gallagher, Vice Chair Lauren Wolf, Carey Bickford, Matthew Geary, Randy Knight, Jayme Merklein, Caety Meyer, Matthew Moeder, Jay Moorman, Kevin Murphy, Lauren Ozburn; Staff: Meghan Boom, James Carney

**Public Participation** - None

**Reports**

1. Chairperson's Report – Mr. Gallagher welcomed the committee. He updated the Committee on the sign design process.
2. Recreation Report – Meghan Boom reported that interviews have been taking place for the aquatics supervisor position and hopes to make an offer soon. Seasonal positions have been posted and recruitment efforts have started. All other items would be covered in New Business.
3. Public Works Report  
James Carney provided the following updates:
  - Crews continue to work on leaf removal in the parks and on islands. All decorative grasses were trimmed down for the winter over the course of November and early December.
  - The Carroll Plaza fountain is being repainted.
  - A new bike rack installed at Wassmer Park. Public Works also received the bike rack for Taliaferro Park; with installation planned later this week or next week.
  - Crews are resuming aerating and seeding parks, starting with Wassmer Park and Franklin Park.
  - Holiday tree chipping going on at three parks
  - Equipment maintenance is underway to prep for spring and summer.
  - The Grounds Crew has had three new employees added over the last year. Two have zero previous experience, so this crew is also spending a lot of time training on equipment and procedures.
  - The pipe replacement project for lap pool underway with ADA upgrades in pool restroom facilities planned before spring.

Ms. Boom reported on behalf of Melissa Prenger:

- Signage was approved at the December meeting however we only had one option for the map on the sign. Staff and BBN will engage a graphics designer to provide more options for the map and bring back to the committee.



- Windsor Park restroom is at 95% complete in design stage and plans are being tweaked based on recent experiences with the new restroom at Taliaferro Park.
- Taliaferro Park furniture continues to be delayed with delivery now expected to take place in February.
- Harmon Park Inclusive Play is still in design with the vendor with footing placement to be finalized.
- Staff anticipates the Windsor project to be bid later this month and Harmon to bid closer to March.

### **Consent Agenda**

1. Minutes from December 14, 2022 – Jay Mooreman moved to approve the minutes. Lauren Ozburn seconded the motion and it passed unanimously.

### **Old Business**

### **New Business**

1. Summer Recreation Program Agreements – Ms. Buum presented the 2023 summer recreation program agreements.
  - a. JCPRD will return with day camp and tennis at Harmon Park. They are in the process of recruiting a tennis pro, and lessons availability will be based off that person’s schedule. JCPRD is unable to provide adequate staff for swim lessons, which is the only anticipated change. Staff will consider other partners, or bringing lessons in house for future years. Randy Knight moved to approve agreements with JCPRD for day camp and tennis. Lauren Ozburn seconded the motion and it passed unanimously.
  - b. The Super Pass agreement has been updated to reflect new pricing and a new cost revenue sharing model based on the percentage of dates a pool is open during the “full time” portion of the swim season. Jay Moorman moved to approve the SuperPass Interlocal Agreement. The motion was seconded by Lauren Ozburn and passed unanimously.
  - c. The swim meet interlocal agreement, is largely the same, with visiting attendees to be tracked like Super Pass visitors. Lauren Ozburn moved to approve the Swim Meet Letter of Understanding. The motion was seconded by Randy Knight and passed unanimously.
2. Fee Schedule – Ms. Buum presented the proposed 2023 summer fee schedule. Staff reviews recreation fees annually to ensure they are reasonable and keep pace with any operational increases.

Fees were last increased in 2016 with a goal of evaluating every five years, however the committee chose not to implement a fee increase following the pandemic, and fees were meeting the City’s cost recovery goals.

The City generally aims to recover 60% of costs at the swimming pool. In 2022, 50% of costs were recovered. Due to significantly increased operating costs, City Staff recommends a fee increase in 2023. Ms. Buum shared costs from surrounding cities. Prairie Village would be the highest priced facility, but also has a larger footprint with six bodies of water which leads to increased expenditures. Staffing costs have continued to rise with the approved rate increase for 2022. Even with a fee increase, it will be difficult to recover 60% of costs as was our previous goal.

The committee discussed a cap on the fees to assist large families, moving the required pass age from age two to age three or five, and making changes to the senior citizen age. Mr. Gallagher shared history on why the City moved away from a family pass system. It was asked if senior citizens who previously qualified could be “grandfathered” in to the new age range. Ms. Buum shared her opinion that the limitations of the recreation software would make that difficult, and it would be administratively burdensome.

Carey Bickford move to approve the proposed 2023 fee schedule with the required pass age moving from age two to age three. Jay Moorman seconded the motion.

Matthew Geary moved to amend the motion to include raising the qualifying senior citizen age from age 60 to age 65. Matthew Moder seconded the motion. The motion passed 7-2.

The final motion to approve the 2023 fee schedule with the required pass age moving from age two to age three, and raising the qualifying senior citizen age from age 60 to age 65, passed with a vote of 7- 0 with 2 abstentions.

3. Donation Policy – Ms. Buum provided information on the Prairie Village Foundation donation policy. In 2019, the Prairie Village Foundation discussed potential changes to the donation levels however the discussion was tabled in favor of other projects. The discussion is currently being revisited. Because of the impact to the city parks, the Parks and Recreation Committee is being asked to provide input on the process. Following consultation with the appropriate committees, the Prairie Village Foundation will review and approve the donation policies, with final approval by the City Council.

Currently, a donor can “purchase” a bench with a commemorative plaque in a city park. The placement of the bench is done in coordination with the Public Works department – for example, there are no longer any benches available at the skate park, so we don’t allow placement in that location. Six benches have been placed in the last 10 years, with two benches pending. A handful of inquiries come in each year.

Staff is asking for feedback and Items for the Parks & Recreation committee to consider include:

- A sentiment has been expressed among previous Foundation/Parks and Recreation members that they don’t want to turn city parks into memorial grounds

- The bench cost, including freight, plaque, and concrete pad, totals \$2,145, leaving \$2,855 in revenue. TERRENCE asked about just plaque replacement, James talked about new memorial benches, not a lot of cost for plaque replacement
- Staff recommends the Parks & Recreation Committee evaluate potential expenditures from the fund annually in January and make recommendations to the Foundation at their annual meeting in March. The fund can accrue as needed if the committee desires to save for a more substantial purchase.
- Staff recommends leaving a fund balance of \$5,000 for maintenance.
- Staff recommends maintaining the \$5,000 donation level to receive commemoration.

The committee compared prices to Johnson County Parks and Recreation, and others on the market.

Matthew Geary moved to adopt the staff recommendations outlined above, with no changes. Carey Bickford seconded the motion and it passed unanimously.

### **Information Items**

#### *Meeting Schedule*

- March 8, 2023
- May 10, 2023
- September 13, 2023
- October 11, 2023
- November 8, 2023

**Adjournment - 6:40 p.m.**

**PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES**  
**MPR, City Hall**  
**Wednesday, January 11, 2023 5:30 PM**

**BUSINESS MEETING**

Bonnie Limbird called the meeting to order at 5:35 pm. Council members present were Trudy Williams, Abby Margariel, Jessie Cartwright, Reese Naftel, Trinity Ready (youth member), Chad Herring, and Bonnie Limbird. Also in attendance: Kellen Jenkins, soon-to-be Arts Council member. Not in attendance: Justin Begnaud, Amy Bagnell, Laurel Thomas, McKay Stangler. Staff member, Nickie Lee, was also in attendance.

Reese and Jessie moved and seconded respectively to approve the **Agenda**. The agenda was approved unanimously.

**Public Participation:** none

We welcomed new Vice Chair, Chad Herring, and Kellen Jenkins, who will be officially a member of the Arts Council after the January 17th City Council meeting. We went around the room to make brief introductions.

*These minutes were recorded by Jessie.*

Abby moved to approve the **Consent Agenda**. A second is not required for consent agenda. The Consent Agenda was unanimously approved.

Bonnie and Chad gave a **City Council Update**, specifically reviewing Republic (waste management) Services and their recent issues and the various City grant programs (Exterior Grant, Sustainability Grant, and Tax Rebate program), some of which are open for applications now.

**Current Year Financial Update:** The PVAC ending (**non-final, non-reconciled**) balance as of 12/31 is **\$32,423**. The final balance, once reconciled, will be transferred to the new Public Art Fund, with policies and processes around that to be finalized. In 2023, we will have a \$10,000 City investment (in lieu of previous years' \$14,500). This change was approved by the Arts Council last year since we have reduced the number of exhibits and receptions we are doing each year, and so that we could make our request for an annual Public Art Fund investment by the City more feasible.

**Municipal Foundation Update:** McKay couldn't make this meeting, but he sent a report to share with Council:

*"Many of you attended the Mayor's [Holiday] Tree Lighting event and the Gingerbread event, which we appreciate. In the fourth quarter (with some gifts possibly still being processed) the Foundation received \$7,305 in donations.*

*Attendance at both events was great, and while we couldn't repeat last year's 60-degree high at the lighting, it was a very festive atmosphere and casual reviews were great.*

*The Foundation board will meet Tues. 1/31, which will be the big decision-making meeting of the year. I will send a recap after that meeting."*

**Old Business:**

Consider which category to sponsor for the **Shooting Stars First Prize Award** approved at our November meeting: Amy couldn't make this meeting, but she sent a report to share with Council:

Background

*2023 Shooting Stars celebrates arts education and recognizes JoCo high school seniors for their excellence in the arts with a scholarship program. This will be the second year PVAC has been a sponsor. Last year our sponsorship was \$1400.*

*Two items to relay to the PVAC team:*

**Choose a category to sponsor at tonight's meeting**

*Share volunteer opportunities (Audition Day, Sat 1/28) - join me, I signed up for a 730-1030 shift.*

Sponsorship

*PVAC primarily supports the visual arts; we may want to consider the sponsorship of that type of category, first. Here's a list of the categories:*

- *Two-Dimensional Art*
- *Three-Dimensional Art*
- *Photography*
- *Literature (prose/poetry)*
- *Production & Design (formerly theatre technical)*
- *Strings*
- *Theatre Performance (including voice)*
- *Voice Classical*
- *Winds & Percussion*

Volunteer

*Audition Day Sat. Jan 28th, 7:30a - 4:30p at the Bell Cultural Events center in Olathe*

*Audition Day Sign Up Form (3 hour shifts):*

*<https://www.signupgenius.com/go/4090F45ABAD2FA7FA7-volunteer1>*

*Gala Sun. April 2nd at JCCC*

*Info on Gala volunteering to come*

After discussion, Council voted to sponsor "Strings" this year. Bonnie will communicate this to Amy so she can let Sarah Van Landuyt at ArtsJoCo know.

**New Business:** none.

**Announcements:**

Jessie let Council know that she needs to take a leave of absence from the Arts Council for an undetermined amount of time (around 6 months maybe) while she helps her family. We will miss her and look forward to her returning to help guide our Arts Council visions for the future. :)

The meeting was adjourned at 6:07 PM.

## PLANNING MEETING

### EVENT REPORTS

**Nov/Dec - Winter Show with Stemm, Nye, and Charpentier** We had a great turnout for this reception. The artists really did their part spreading the word, and they were happy and appreciative! Overall, the exhibit had two sales.

### UPCOMING EVENT UPDATE

**Jan/Feb - Winter Show with Gale and Richards** The installation (at R.G. Endres only) went very smoothly. All of the previous artists showed up early, and the new artists, who were staggered to show up later, were also early. Susan Richards stayed to help hang and groom her fiber pieces. There were fewer pieces to hang this time (**we should count them**), and not only did it go faster, but it looks very nice. The additional white space between artworks gives the viewer some breathing room and creates a calm. We were complete and out the door before noon! We've already received so many comments, from both staff and City Hall visitors, on this bright, colorful, and spaced-out show. Three pieces have already sold!

This brought us to a short review of our **Arts Council percentage** that we take from sales. We noted that all galleries do it differently, and that the Arts Council does not rely on these sales as a revenue stream. We'd like to give as much back to the artists as possible. Kellen suggested maybe a sliding scale based on the cost of the piece, and Nickie mentioned that the split is actually more work for staff, and the Arts Council fund doesn't really need it. Someone suggested that it could go directly to the Public Art Fund. We decided that we would **add this to a future meeting for deeper discussion**.

Bonnie picked up the food for tonight's reception, and Nickie purchased more wine, cups, and toothpicks. Kellen and Bonnie already set up the tables (two for sign-in and two for food and drinks). After this meeting, we'll put out the food and drink and start welcoming guests.

**Shooting Stars** See Business meeting above.

**ArtWalk** Reese and Jessie put their heads together and came up with some fun ideas to engage the public more during this event. They're looking at September 30 or during the PV Art Show along Tomahawk. Their idea is to connect with PV resident artists to paint a small 24"x24" panel about why they love PV. Then we will stand those in buckets of concrete to place along a popular walkway. There could also be a 48"x96" board gessoed and prepped for the community to draw on during the walk. These could be out for just a day or for a weekend. Another idea was to use asphalt paint or chalk to create 2D art in some parking spots (6) - These spots could be sold to artists or groups as a fundraiser for public art.

Bonnie asked if anyone had any concerns about these ideas, and there didn't seem to be any at this time, but it did spur more brainstorming and thought sharing.

This will need to be a big promotion so folks know about it. We can ask First Washington to share the details too. Kellen is going to take Jessie's place planning this event with Reese since Jessie is stepping back for a little while.

Bonnie volunteered to begin a list of PV artists for Reese and Kellen.

### PLANNING AHEAD

**Mar/Apr Exhibit** - Bonnie will get with McKay to start work on this together.

**Volunteers** - Bonnie reminded everyone about the sign-up genius links for installation days and reception set up and tear down days.

**Still need volunteers to co-lead** some events in 2023:

- Mar/Apr Exhibition - **Donna Yeager Solo** | Led by: McKay & \_\_\_\_\_
- **May/June - Art of Photography 2023** | Led by: \_\_\_\_\_ & \_\_\_\_\_
- Sept/Oct - **State of the Arts 2023** | Led by: Bonnie & \_\_\_\_\_
- Nov/Dec Exhibition - **Debra Payne & Donna Paul** | Led by: \_\_\_\_\_

## **MARKETING**

- Amy took over the Arts Council social media this last week, and it's going awesome! We have more new followers, likes, and shares. Yay! She's utilizing the "reels" feature, and that's going to help us capture more eyes. She's working on a 3 month strategy plan also.
- Kellen is able to help with the newsletter, and he will guide us on our goals for that moving forward. He will coordinate with Amy and Bonnie. Each member of Arts Council will need to assist in coming up with content as we plan and execute our events throughout the year.
- Bonnie is going to reach out to Nancy Kalikow Maxwell and the committee for a couple of upcoming blogs.
- We need to replace the large banner that goes on the City Hall lawn for the week leading up to reception nights. Our current one says Friday, so we can't use it. Bonnie will do this and coordinate with Nickie to order it. If it's not here by March, we should ask to use the Public Works lighted message sign.

The Planning Meeting ended at 6:44 PM.

END

**PLANNING COMMISSION MINUTES  
FEBRUARY 7, 2023**

**ROLL CALL**

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

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Multistudio; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Mr. Breneman moved for the approval of the minutes of the January 10, 2023, regular Planning Commission meeting. Mr. Birkel seconded the motion, which passed 4-0, with Mr. Lenahan and Mr. Wolf in abstention.

**PUBLIC HEARINGS**

None

**NON-PUBLIC HEARINGS**

PC2023-102            Site Plan for Monument Sign  
                          5301 W. 75<sup>th</sup> Street  
                          Zoning: R-1A  
                          Applicant: Prairie Fire Signs

Mr. Brewster stated that the applicant was requesting approval of a replacement monument sign for a 0.32-acre site and office building located on the southwest corner of 75<sup>th</sup> Street & Ash Street. The property is zoned R-1A and was originally a single-family house but has been used as an office under a special use permit for many years.

Mr. Brewster noted that all monument signs required approval by the Planning Commission and have the following specific standards for signs in residential districts:

- 1 per lot
- 20 square feet max



- 5' high max
- 3' setback from all property lines or 12' from street, whichever is greater, with associated landscape plan to integrate sign into site and soften appearance of structure elements
- Base under at least 75% of sign structure, and materials that complement the building or other site elements

The existing sign sits in a landscape area approximately 6' beyond the sidewalk, 12' from the curb on 75<sup>th</sup> Street, and 30' from the curb on Ash Street. The new sign is under the 20 square feet maximum, totaling 12.32 square feet, including the main sign and the address panel. It will be placed on a 3' wide by 4.5' high faux stone monument structure. The sign has grey stucco surfacing with brown vinyl sign panels.

Mr. Brewster said that the proposed sign met all standards, but that the applicant would need to verify three items before approval:

1. Confirm that a landscape plan will retain all existing landscape materials through construction
2. Confirm if the sign will be illuminated, and if so, how (details and specifications may be part of construction permits, provided it meets all City standards)
3. The monument sign shall require dimensioned drawings prior to permits, subject to approval by Public Works regarding sight clearance at intersections

Mr. Brewster stated that staff recommended approval subject to clarification of the above items and subject to administrative permits confirming that details meet City specifications and construction codes.

Applicant Tim Eicherl with Prairie Fire Signs, 8160 Monticello Terrace, Shawnee, KS, was present to discuss the application. He confirmed that the sign would not be illuminated, and that small shrubs and flowers would be planted around it in the landscape area. Mr. Dringman added that the sight clearances had been approved by Public Works.

**Mr. Breneman made a motion to approve PC2023-102 as presented. Mr. Lenahan seconded the motion, which passed 6-0.**

## **OTHER BUSINESS**

### Follow-up on Planning Commission Bylaws

Ms. Lee said that the bylaws had previously been discussed at the January meeting, and that Mrs. Wallerstein asked for staff to research the potential for meetings to be held virtually. The City Attorney reviewed the request and found that there was currently no allowance for remote meetings in the bylaws. Ms. Lee added that all other City committees met in person exclusively, except for the City Council which had its own policies on remote attendance and remote meetings.

Ms. Lee asked whether commission members would be interested in shifting the start time of meetings from 7:00 p.m. to 6:00 p.m., noting that several other committees had recently moved their meetings earlier. After discussion, commission members determined that the current start time of 7:00 p.m. should not be changed.

Mr. Wolf asked whether virtual participation was an option. Mr. Jordan stated that due to the Kansas Open Meeting Act (KOMA), a physical location was required to be made available for the public to view a meeting if it were held remotely. Likely, this would mean that staff would need to set up a room at City Hall for interested parties who did not have access to a computer to watch the meeting via livestream.

Ms. Brown asked whether applicants and presenters from outside of the area could attend meetings virtually to avoid travel time and expenses. Ms. Lee stated that would be allowed.

#### Discussion of Ad-Hoc Housing Committee Recommendations

Ms. Lee shared that the City Council had updated its recommendations based on the Ad-Hoc Housing Committee recommendations to the Planning Commission by keeping a review of R-1 zoning districts with the Council rather than having the commission consider them. The Council still recommended that the Planning Commission review all other items previously sent to them, including R-2, R-3, R-4, C-0, C-1, and MXD districts.

City Councilmembers Ian Graves and Ron Nelson were present to discuss the committee recommendations. Mr. Graves said that the main reason R-1 districts had been moved back to the Council was because Councilmembers felt there were policy questions that needed to be addressed, which were within the purview of the Council, rather than the Planning Commission. He noted that there were several items in the City's zoning regulations that could be cleaned-up at the same time the commission considered the recommendations.

Mr. Wolf stated that he believed the only way to provide affordable housing in the City was through the use of economic incentives for developers due to the cost of land. He asked whether the Council was considering offering incentives of any kind. Mr. Graves said they were being considered; for example, if a developer guaranteed a certain price-point, they could be allowed to build denser or taller housing and/or provide fewer parking spaces.

Mr. Wolf suggested that it would be helpful for the Council to lay out some of the specific details of what would be permitted, such as building height limits and density levels before the commission considered the recommendations. Mr. Graves agreed that Council could develop guidelines for the Planning Commission to utilize. Mr. Valentino and Mr. Birkel noted that holding public input sessions prior to the Planning Commission making any recommendations would be beneficial. Mr. Graves stated that he would bring the commission's suggestions back to Council at an upcoming meeting for further discussion.

Mr. Brewster provided a summary of what had been discussed thus far, noting that the Planning Commission had opted to focus on R-3, R-4, C-0, C-1 and MXD districts first. He also shared the main goals of the Village Vision 2.0 comprehensive plan, which included diversifying housing options and maintaining the integrity of existing neighborhoods. Further, he noted that the Ad-Hoc Housing Committee sought to provide more housing options, such as duplexes on smaller lots, smaller-scale multi-unit buildings in R-3 and R-4 zones, the development of community, project and building design standards for multi-unit buildings, and permitting the construction of residential and mixed-use buildings in C-districts.

Mr. Brewster shared the following proposed engagement plan:

1. Planning Commission introductory discussions
2. Planning Commission - public forum preview
3. Public forum #1 - R-2, R-3, R-4, C-0, C-1, MXD districts
4. Planning Commission work session - strategies and recommendations
5. Public form #2 - strategies
6. Planning Commission work session - finalize recommendations
7. Formal process for zoning code update

He noted that the timeline for each of the steps was yet to be determined, but that the April 4<sup>th</sup> Planning Commission meeting would be the earliest at which a public forum preview could be presented. Mr. Wolf stated that commissioners would be prepared to discuss next steps at the April meeting.

## **ADJOURNMENT**

With no further business to come before the Commission, Mr. Wolf adjourned the meeting at 8:28 p.m.

Adam Geffert  
City Clerk/Planning Commission Secretary

**City of Prairie Village**  
**Second Amended Council Recommendations Based on the Ad Hoc Housing Committee**  
**Recommendations**  
~~October 2022~~ **February 2023**

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**1. Amend the City’s zoning regulations to allow quality, attainable housing, especially missing middle housing by-right in more zoning districts in the following ways:**

- Promote and remove impediments to Accessory Dwelling Units in R-1A and R-1B districts.\*
- Consider “neighborhood-scale” housing options in R-1A and R-1B in the form of small-lot detached, single-family houses.\*
- Council recommends Planning Commission to exclude multifamily units traditionally associated with other Residential zoning districts including but not limited to duplexes, 3-and 4-plexes, row houses, and apartments from consideration in R-1A and R-1B zones.\*

*\*Per Council direction on February 6, 2023, these are not to be sent to the Planning Commission as proposed amendments initiated by the Council under K.S.A. 12-757(a) at this time, and are instead to be considered further by the Council at a future time.*

- Improve the R-2 district for wider range of small-scale, multi-unit types, such as:
  - Smaller lot duplexes
  - 3-and 4-plex “multi-unit” houses
  - Row houses (small lot)
- Refine the R-3 district standard to focus less on “density” and more on building scale/form, to include provisions for small apartments, medium apartments, and large apartments
- Improve the R-4 district for a wider range of higher-density, multi-unit types, such as:
  - Small lot detached houses (lot scale and courtyard patterns)
  - Row houses – small/large lots
  - Apartments (small/medium)
- Promote mix of housing options and appropriate building types in C-O and C-1 districts.
- Improve expectations in the MXD district by establishing missing middle building type standards as the default district standards.
- Update the City’s zoning map to identify the most appropriate locations for missing middle housing
- Continue to monitor the status of short-term rentals in Prairie Village and research further regulations if trends show an increase within the next few years.

**2. Support the rehabilitation of the existing housing stock to preserve existing attainable housing in the following ways:**

- Expand existing grant programs and adopt new grant programs to incentivize the preservation and rehabilitation of the existing housing stock, such as:
  - Raise income threshold for property tax rebate program to capture more people
  - Increase percentage match for exterior grant program
  - Develop grant program to address home preservation for interior home improvements and aging in place
- Develop an “opportunity to purchase” policy, which requires owners to notify tenants of intent to sell and provide them an opportunity to purchase with the right of first refusal
- Work with MARC to adopt Communities for All Ages and promote Universal Design Standards

- 3. Ensure the City continues to participate in regional initiatives regarding housing attainability and transit connectivity.**