

# CITY OF PRAIRIE VILLAGE

**February 6, 2012**

**City Council Meeting  
6:00 p.m.**



**COUNCIL COMMITTEE**  
**February 6, 2012**  
**6:00 P.M.**  
**Shawnee Mission East High School**  
**Cafeteria**

**AGENDA**

**DALE BECKERMAN, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

- \*COU2012-01 Consider Professional Services Agreements with Consensus Consulting and Confluence for the Completion of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment  
Dennis Enslinger

\*Council Action Requested the same night



## ADMINISTRATION

Council Committee Date: February 6, 2012

\*City Council Date: February 6, 2012

(Based upon Council Committee Action)

### **COU 2012-01 Consider Professional Services Agreements with Consensus Consulting and Confluence for the Completion of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment**

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#### **RECOMMENDATIONS/OPTIONS:**

**Option 1 (Recommended):** Approve the professional services agreements and move forward with the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment process as outlined in the proposed scopes of work. With this option the City Council could direct staff to work with the consultants to modify the desired scope of work to reduce the overall expenditure for the project.

**Option 2 (Recommended):** Determine that the land uses allowed under the current zoning classifications R1-a are appropriate for the former Mission Valley School site and direct staff to complete a comprehensive plan amendment for review based on this determination. The plan would only address the former Mission Valley School site and would be similar to the Somerset School section that is currently in Village Vision (pages 8.6-8.7). The document would then be considered by the Planning Commission and City Council for adoption.

**Option 3:** Determine a comprehensive plan amendment is not necessary and direct staff to draft an ordinance rescinding Ordinance No. 2245 which established a rezoning moratorium on the 84<sup>th</sup> Street and Mission Road Study Area. This ordinance would be considered at the February 21, 2012 City Council meeting.

#### **SUGGESTED MOTIONS:**

**Option 1:** I move the Council Committee/City Council approves the professional services agreements with Consensus Consulting in the amount of \$32,778 and Confluence in the amount of \$76,955.

**Option 2:** I move the Council Committee direct staff to develop a comprehensive amendment for the former Mission Valley School site based upon the existing allowable land uses for consideration and adoption.

**Option 3:** I move the Council Committee direct staff to draft an Ordinance rescinding Ordinance No. 2245

#### **BACKGROUND:**

Since the announcement of the closure of the Mission Valley School, staff has been looking and working on the various options to complete a comprehensive plan amendment for the site and the surrounding area. The initial approach was to work with the School District to develop a comprehensive plan amendment prior to the sale

of the property. The School District indicated that they would like to proceed with the sale prior to the development of a plan. Upon the sale of the Mission Valley Middle School site in August of 2011, City staff began working with the new property owner, MVS LLC (represented by RED Brokerage), to conduct a joint planning process. MVS, LLC determined that it would like the City to conduct the comprehensive planning amendment process solely as a City project. It is common practice for a City to solely initiate and finance preparation of comprehensive plans or amendments.

The City released an RFQ to select a public participation consultant and a land planning consultant to assist with the completion of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment. A selection committee interviewed and selected Consensus Consulting as the public participation consultant and Confluence as the land planning consultant.

To confirm that the City Council wanted to move forward with consideration of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment, staff brought the item before the Council Committee at the January 17, 2012 meeting. After discussing the various issues with completing the comprehensive plan amendment, the Council directed staff to formalize agreements with the identified consultants. This included amending the scope of work to include additional focus groups, greater public participation, and more detailed analysis of possible traffic and stormwater issues.

#### **DISCUSSION:**

As directed by City Council, the proposed Professional Services Agreements have been revised to provide for two additional focus groups (8 in total), anticipation of larger public participation at the open forums and workshops (agreements include \$6,000 in contingency for participation levels greater than 80 residents), and additional traffic and stormwater analysis.

The fee for Consensus Consulting is \$32,778. This fee includes a \$2,500 contingency to be used if there is greater public participation than anticipated. The fee for Confluence is \$76,955. This fee includes a \$3,500 contingency to be used if there is greater public participation than anticipated. The associated scopes of work for each firm can be found in Exhibit A of each respective agreement.

Cities adopt comprehensive plans to provide a vision of how the community sees itself in the future – basically it is a strategic plan to help the community achieve its identified goals and objectives as it inevitably changes over time. Oftentimes communities anticipate change and plan accordingly. However, sometimes changes occur which the community did not envision and require the community to reflect and evaluate if any modifications to the comprehensive plan are necessary. With the unanticipated closure of the Mission Valley School, the city experienced such a significant change. The community and the City Council should embrace this opportunity to examine the proposed study area and contemplate this change. It may determine that no change in vision/policy direction is needed, but it should contemplate and evaluate this through a public participation process. Based upon these comprehensive planning principals, staff has developed several options regarding the proposed 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment.

**Option 1 (Recommended):** Approve the professional services agreements and move forward with the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment process as outlined in the proposed scopes of work. With this option the City Council could direct staff to work with the consultants to modify the desired scope of work to reduce the overall expenditure for the project.

**Option 2 (Recommended):** Determine that the land uses allowed under the current zoning classifications R1-a are appropriate for the former Mission Valley School site and direct staff to complete a comprehensive plan amendment for review based on this determination. The plan would only address the former Mission Valley School site, and would be similar to the Somerset School section that is currently in Village Vision (pages 8.6-8.7). The City's planning consulting firm, Lochner, would assist staff in the development of the document. The document would then be considered by the Planning Commission and City Council for adoption.

**Option 3:** Determine a comprehensive plan amendment is not necessary and direct staff to draft an ordinance rescinding Ordinance No. 2245 which established a rezoning moratorium on the 84<sup>th</sup> Street and Mission Road Study Area. This ordinance would be considered at the February 21, 2012 City Council meeting.

**FUNDING:**

Funding for the two agreements will come from the Economic Development Fund.

**ATTACHMENTS:**

Professional Services Agreement with Consensus Consulting  
Professional Services Agreement with Confluence

**PREPARED BY:**

Dennis J. Enslinger, Assistant City Administrator  
Date: February 3, 2012

# Consensus

"We put the *public* in public policy"

PO Box 10252  
Kansas City, MO 64171  
913.207.5192  
www.consensusconsultants.com  
dblom@kc.rr.com

## PROFESSIONAL SERVICES AGREEMENT

***THIS AGREEMENT***, made at the city of Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2012, 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 Consensus, a corporation with an address of P.O. Box 10252, Kansas City, Missouri 64171, hereinafter called the "contractor"

### **PROJECT DESCRIPTION:**

Contractor will provide public engagement services for the 84<sup>th</sup> and Mission Comprehensive Development project in Prairie Village. The comprehensive plan amendment is for an approximately 40 acre parcel of land generally located on the southwest corner of 84th and Mission Road. Contract documents shall consist of this Agreement (including Exhibit A and B hereto) and the City's Request for Proposal published on November 3, 2011, and Contractor's response thereto dated November 23, 2011, the terms of all of which are incorporated herein by this reference; provided, that the contract documents are complementary, and what is required by one shall be as binding as if required by all. In the event of duplications or conflicts among the contract documents relating to the services to be provided, the most complete, extensive, comprehensive, and thorough services, and those terms most favorable to the City, as among the various duplications or conflicts, shall be construed as the requirements, as long as generally consistent with the other contract documents.

### **A. SCOPE OF WORK:**

#### **Contractor services will include:**

- 1) Recruitment, registration, meeting design and facilitation of focus groups, forums, workshops and other public meetings.
- 2) Preparation of reports detailing public comments at each stage of project.
- 3) Delivery of oral reports as necessary throughout project.

A complete scope of work detailing contractor services is attached (See Exhibit A).

### **B. FEES FOR SERVICE:**

The fee for all services shall not exceed \$32,778. Fee detail is included in Exhibit B Fee does not include additional facilitation, if needed, as noted in scope of work.

### **C. SCHEDULE:**

Contractor is prepared to initiate the services described herein immediately upon the City's notice to proceed, and will coordinate our work with that of the City's other selected consultants to complete the project. The project completion date will be prior to August 15, 2012.

The anticipated schedule is as follows:

- Focus Group Meetings (8): February-March, 2012
- Open Forum Meetings (2): March 22 and March 24, 2012
- Public Workshop Meeting (1): April 28, 2012
- Comprehensive Plan Amendment: June 2012

### **D. CHANGE IN SCOPE :**

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

### **E. BILLING:**

Contractor will bill at the end of each month during the life of the project for work completed during that month. The City agrees to provide payment to contractor within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by Contractor within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Contractor may suspend performance of services on the project until the account is paid.

All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, and description of sub-consultant services and detail list of Direct Non-Salary Costs.

### **F. 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 Contractor 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.

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

## G. MISCELLANEOUS

- G.1 Reuse of Documents:** All documents, including the plans and specifications provided or furnished by Contractor pursuant to this Agreement, are instruments of service in respect of the Project. The City shall retain an ownership and property interest upon payment therefore, whether or not the Project is completed.
- G.2 Insurance:** The City has agreed to waive General Liability insurance requirements.
- G.3 Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- G.4 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 Contractor or any sub-consultants hired by Contractor, Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Contractor or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such an adjudged liability to the extent and in proportion to the comparative degree of fault of the Contractor and its sub-consultants.
- G.5 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 Contractor, 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.
- G.6 Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- G.7 Successors and Assigns:** The City and Contractor each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Contractor 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.

Neither the City nor Contractor 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, Contractor 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.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by 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 Contractor

**Submitted By:**

Daniel A. Blom  
Partner  
Consensus Consulting  
**February , 2012**

**Accepted By:**

Ronald L. Shaffer  
Mayor  
City of Prairie Village  
**February , 2012**



## **Exhibit A**

### **Scope of Work: Description of engagement activities for Prairie Village**

#### **1. Preparation and planning**

Public engagement consultants to meet with clients, tour site, collect data needed for public meetings. Consultants meet with client as necessary to understand desired outcomes. Consultant will design meeting formats for public engagement.

#### **2. Focus Groups and interviews**

Consultants will hold up to eight (8) focus groups by invitation for groups with vested or particular interest in the site and the development. Consultants will identify target groups with client, recruit participants, design questions, facilitate focus group meetings, record comments and summarize comments. Consultants will prepare written reports for each group and themes for all groups as a whole.

Consultants also will conduct a minimum of five (5), but as many as ten (10) telephone interviews with individuals who are active in Prairie Village public life and have a valuable perspective on potential development at the site. Participants will be determined in consultation with Confluence and City of Prairie Village.

Consultants will arrange and facilitate meetings with Lane4, Tower Management, and apartment building owners in the adjacent area.

#### **3. Open Forums**

Consultants will plan up to two (2) meetings that are open for public registration. Consultants will design the meeting format and provide a minimum of three (3) facilitators for each meeting. Some facilitation services may be provided by Confluence. Consultant will secure facilitation to accommodate up to 80 participants at the two forums combined. Additional facilitators may be required for turnout beyond that capacity. Consultants will recruit and register participants and compile reports for each session.

#### **4. Workshop**

Consultants will recruit participants for a three (3)-hour public workshop that will refine ideas for the comprehensive plan. Consultants will assist Confluence in design of the workshop and

will provide a minimum of three (3) facilitators for the session. Some facilitation services may be provided by Confluence. Consultant will secure facilitation to accommodate up to 80 participants at the workshop. Additional facilitators may be required for turnout beyond that capacity. Consultants will compile reports on the session outcome.

#### **5. Plan Review**

Consultants will assist Confluence with development of displays and recruitment materials for an open house review of final options, set up the room, staff the open house, provide a method to record comments and summarize comments in a final report.

#### **6. Reports, Presentations and Project Management**

Consultant will prepare written reports for each stage of the project, meet with clients for project planning as needed, make presentations to public officials regarding the project at each stage as required and make public oral presentations as requested by the client. Consultant will manage the public engagement portion of the project to see that each deliverable is completed according to the agreed timeline.

#### **7. Registration and venues**

Consultants will provide registration services for all meetings described above during the life of the project, including follow-up calls and other reminders for meetings. Consultants will secure all venues for the described meetings, provide all necessary materials and arrange for opening, closing and setup of venues. Consultant will publicize the community meetings and recruit participation.

#### **8. Refreshments**

Consultants will provide food and beverage service as needed for all meetings described above.

#### **9. Information documents for Web, handouts and media**

Consultants will construct explanatory information regarding the project that can be used on the Prairie Village project page, delivered to media and to meeting participants. Consultants will create surveys to collect demographic information on participants in the community meetings.

#### **10. Online participation**

Consultants will maintain a project page on the city Web site and update as necessary. Consultants will acquire services of MindMixer – a Web-based service for online collaboration - and create interactive opportunities for citizen input on the MindMixer pages. Consultants will recruit participants for online discussions and activities and pay all MindMixer fees.

**11. Deliverables**

Deliverables, with the exception of online participation, shall be provided in word and PDF digital format.



## **Exhibit B**

### **Pricing and billing of engagement activities for Prairie Village**

#### **1. Base price inclusions**

The base price (not to exceed \$32,778) for Consensus Consulting on the 84<sup>th</sup> and Mission Comprehensive Plan Amendment covers all work in the description of public engagement activities (attached). This price includes fees to license the MindMixer online service. Meeting materials, copies, food and refreshments are included in the base cost. Consensus Consulting will bill only for the actual cost of materials and refreshments incurred by Consensus. The base cost also includes all administrative fees, third-party fees and personnel costs for Consensus Consulting.

#### **2. Price reductions**

Consensus Consulting may reduce its billing to the client below base price if participation at the open forums and/or the workshop described in the scope of work is fewer than 80 participants (80 for the workshop and 80 for the two open forums combined). This reduction may be up to \$2,500 at the discretion of the Consultant, dependent on actual cost of facilitation.

#### **3. Price increases**

If the participation at the open forums and/or the workshop exceeds 80 participants (80 for the workshop and 80 for the two open forums combined). Consultant anticipates an additional charge of \$350 per table (of 8 participants) for the workshop and \$225 per table (10 participants) for the open forums. Additional billing would reflect actual cost not to exceed quoted amounts per table.

#### **4. Billing**

Consensus Consulting will bill the Client at the end of each month. The month's billing will include any direct costs incurred by the Consultant that month as well as the costs for any portion of the project that is completed that month. The following project points will be billed as completed:

- Project planning and design
- Telephone interviews

Focus groups  
Open forums  
Workshop  
Plan review open house  
Final report to council  
Satisfactory completion agreed by client

Completion is determined by Consultant providing Client with a written report on that portion of the engagement.

**PRAIRIE VILLAGE COMPREHENSIVE PLAN AMENDMENT  
84<sup>th</sup> STREET and MISSION ROAD**

**PROFESSIONAL PLANNING SERVICES AGREEMENT**

*THIS AGREEMENT*, made at the City of Prairie Village, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2012, 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 Confluence, a corporation with offices at 417 Delaware Street, Kansas City, Missouri 64105.

**PROJECT DESCRIPTION**

The following Scope of Services and Professional Planning Services Agreement has been prepared to address the needs identified for this project by the City of Prairie Village, Kansas. Confluence, and our respective Sub-consultants, will assist the City in engaging the surrounding community and identified stakeholders in an interactive planning process to prepare a comprehensive plan amendment for an approximately 40-acre parcel of land generally located on the southwest corner of 84<sup>th</sup> and Mission Road (as referenced in the City’s published request for proposals). Contract documents shall consist of this Agreement (including Exhibit ‘A’ and ‘B’ hereto) and the City’s Request for Proposal dated \_\_\_\_\_, and Confluence’s response thereto dated November 23, 2011, the terms of all of which are incorporated herein by this reference; provided, that the contract documents are complementary, and what is required by one shall be as binding as if required by all. Confluence is prepared to provide the services as further refined in the attached scope of services.

**A. SCOPE OF SERVICES**

See Exhibit ‘A’

**B. SCHEDULE**

Confluence is prepared to initiate the services described herein immediately upon the City’s notice to proceed, and will coordinate our work with that of the City’s other selected consultants to complete the project. The project completion date will be prior to August 15, 2012.

The anticipated schedule is as follows:

- Focus Group Meetings (8): February-March, 2012
- Open Forum Meetings (2): March 22 and March 24, 2012
- Public Workshop Meeting (1): April 28, 2012
- Comprehensive Plan Amendment: June 2012

**C. SCOPE SERVICE FEES**

The City will compensate Confluence on a lump sum basis for Task 1 and Task 2 planning services as outlined below. Anticipated reimbursable expenses associated with Task 1 and Task 2 activities are included in these fees. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

**FEES BY TASK**

Task 1: Public Engagement Assistance	\$ 9,585.00
Task 2: Comprehensive Plan Amendment	\$ 63,870.00
Task 3: Additional Planning Assistance – Optional Services	<u>\$ 3,500.00</u>
<b>TOTAL FEE</b>	<b>\$ 76,955.00</b>

The City will compensate Confluence on an hourly rate basis for any additional services and associated reimbursable expenses requested by the City and provided under Task 3 in accordance with the terms identified in Exhibit ‘B’, and as outlined below. A budget amount is provided for Task 3 at this time to provide the City with some flexibility to address additional needs (if any) that may arise during the planning process. Any additional services will be performed by Confluence as mutually agreed to by the City and Confluence prior to performance of the services.

The total cost (maximum fee) for services and expenses shall not exceed \$76,955. The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and Confluence prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project

**D. ADDITIONAL SERVICES - HOURLY RATES AND REIMBURSABLE EXPENSES**

Refer to Exhibit ‘B’ (attached) for Confluence’s hourly rates and reimbursable expenses associated with any requested additional services. Confluence, at the request of the City, may perform additional services related to the project and other services not otherwise defined in the scope of services. These and other additional services will be performed by Confluence as mutually agreed to by the City and Confluence prior to performance of the services. Reproduction work and materials will be charged at actual cost for copies submitted to the City.

**E. COMPENSATION**

Service fees and reimbursable expenses may be billed to the City monthly by Confluence. Payment is due upon receipt of invoice. Services associated with Task 1 and Task 2 will be billed on a percent complete basis. Services associated with Task3 will be billed on an hourly basis as directed or requested by the City. Payment is due upon receipt of invoice. The City agrees to provide payment to Confluence within thirty (30) days of the invoice date and that payment is not dependent on the success or failure of the project, project approvals or non-approvals, or project feasibility. Payment not received by Confluence within thirty (30) days of the invoice date is considered past due. Past due balances will be charged simple interest rate at 1% per month based upon the original invoice amount. In the event the account becomes past due, Confluence may suspend performance of services on the project until the account is paid.

All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, and description of sub-consultant services and detail list of Direct Non-Salary Costs.



## **F. 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, Confluence 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.

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

## **G. MISCELLANEOUS**

**G.1. Opinion of Probable Cost:** It is specifically agreed that Confluence does not guarantee any construction cost estimates, construction schedules, or the work of any other party involved in the project.

**G.2 Reuse of Documents:** All documents including the plans and specifications provided or furnished by Confluence pursuant to this Agreement are instruments of service in respect of the Project. The City shall retain an ownership and property interest upon payment therefore whether or not the Project is completed.

**G.3 Insurance:** Confluence shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; \$100,000 per accident; (b) 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; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all non-owned and hired automobiles; (d) Professional Liability coverage of not less than \$1,000,000 per claim and in annual aggregate. 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.

Refer to Exhibit 'C' for Confluence professional liability insurance certificates.

**G.4 Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.

- G.5 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 Confluence or any sub-consultants hired by Confluence, Confluence agrees to indemnify City, and its agents, servants, and employees from and against any and all damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of Confluence or its sub-consultants, to the extent and in proportion to the comparative degree of fault of Confluence and its sub-consultants. Confluence shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such an adjudged liability to the extent and in proportion to the comparative degree of fault of Confluence and its sub-consultants.
- G.6 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 Confluence, 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.
- G.7 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 time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- G.8 Successors and Assigns:** The City and Confluence each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and Confluence 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.

Neither the City nor Confluence 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, Confluence 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.

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by Confluence 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 Confluence.

**H. APPROVAL AND ACCEPTANCE**

Upon review of the foregoing terms, this proposal for services is approved and accepted by the City and Confluence as confirmed by the signatures below.

**ACCEPTED:**

Confluence



\_\_\_\_\_  
Wm. Christopher Cline, ASLA  
*Principal / Vice President*

Date: February 6, 2012

**ACCEPTED:**

City of Prairie Village, Kansas (City)

\_\_\_\_\_  
Ronald L. Shaffer  
Mayor, City of Prairie Village

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

PRAIRIE VILLAGE COMPREHENSIVE PLAN AMENDMENT | 84<sup>TH</sup> + MISSION ROAD  
**PROFESSIONAL PLANNING SCOPE OF SERVICES**

**PROJECT DESCRIPTION**

The following Scope of Services further refines the professional land planning services outlined in our team's initial submitted response to the City of Prairie Village's request for proposals for this project.

The Confluence planning team will assist the City in engaging the surrounding community and identified stakeholders in an interactive planning process to prepare a comprehensive plan amendment for the study area generally located on the southwest corner of 83<sup>rd</sup> and Mission Road (as referenced in the City's published request for proposal and incorporated by reference).

The Confluence planning team is prepared to provide these services as further described below:

**A. SCOPE OF SERVICES**

**TASK 1: PUBLIC ENGAGEMENT ASSISTANCE**

The Confluence planning team will assist the City and the City's other public engagement consultant (Consensus) in the public engagement process by participating in the following anticipated meetings:

- Attend up to eight (8) Focus Group meetings (1 staff member for each meeting).
- Prepare a written report for one focus group meeting.
- Review written reports and summaries provided by Consensus.
- Attend and assist Consensus in facilitating up to two (2) Open Forum meetings that are open to public registration (up to 5 staff members for each meeting – assuming a maximum of 80 participants). Additional staff members may be required for turnout beyond 80 participants, and can be provided as part of Task 3 services for an additional cost as requested by the City utilizing the hourly rates identified in Exhibit 'B'.
- Attend a City Council meeting to provide an update on the planning process after the Open Forum meetings.
- Attend and assist Consensus in facilitating a three (3)-hour Public Workshop (up to 5 staff members for this meeting – assuming a maximum of 80 participants). Additional staff members may be required for turnout beyond 80 participants, and can be provided as part of Task 3 Services for an additional cost as requested by the City utilizing the hourly rates identified in Exhibit 'B'.
- Attend a City Council meeting to provide an update on the planning process after the Public Workshop meeting.
- Attend and assist Consensus in facilitating a public Open House meeting to review final planning options and recommendations resulting from the planning process (up to 2 staff members for this meeting).
- Provide team review comments and recommendations for Consensus to consider in their drafting of the summary descriptions and documentation for each meeting identified above.

***Deliverables:***

- Written report for one focus group meeting
- Review comments for Consensus summaries and reports
- All deliverables will be provided in word or PDF format

## EXHIBIT 'A'

### TASK 2: COMPREHENSIVE PLAN AMENDMENT

Confluence will assist in designing a planning process to engage the City, Consensus, surrounding members of the Prairie Village community, and identified stakeholders to prepare a Comprehensive Plan Amendment for the identified study area. This planning process is anticipated to include the following activities:

- Review base level economic and demographic information for Prairie Village and northeast Johnson County (including population, households, etc.) and consult with brokers, local government officials, representatives from MARC, and other sources to create an overall market scan or profile for the local Prairie Village market. This overview analysis will document historic trends in terms of various product types (residential, retail, office, entertainment). We will also provide a profile of the dominant psychographic segments in the local study area.
- Prepare an outline of projected demand (in terms of ranges of square feet) for various real estate types (different kinds of residential, retail, office) for the subject study area over the next five to ten years based upon the base level economic analysis and an examination of competing and anticipated projects in the northeast Johnson County market. The team will inform its conclusions based upon continued discussions with brokers, experience from other markets, and discussions with local officials. The current and anticipated psychographic segments in the local area will also inform the suggested demand for various product types in the study area over the next five to ten years.
- Assist Consensus in preparing brief interactive exercises and planning questionnaires for use in up to two (2) Open Forum meetings. These open forum activities are anticipated to include a series of land planning and development image activities and questions, with the potential to utilize keypad polling technology to gather input received. A power point presentation will be developed to assist in communicating relevant project information, and a series of existing site plans and/or map graphics will be prepared.
- Prepare a concept-level area infrastructure map illustrating existing site drainage and infrastructure conditions within the study area, and a summary list of site infrastructure factors for consideration during the comprehensive planning process.
- Review available traffic volume counts in the study area, and conduct a reconnaissance of the streets and adjacent development in the study area. Prepare a list of concept-level access options and design guidance regarding transportation access for use at the Public Workshop.
- Assist Consensus in the design of planning activities and questionnaire for use in a three (3)-hour Public Workshop that will refine ideas for the comprehensive plan. These public workshop activities are anticipated to include a “hands-on” interactive exercise to engage small groups of 8-10 meeting attendees per table in crafting potential planning solutions and alternative design scenarios that address identified needs and goals for the study area. A power point presentation will be developed to assist in communicating relevant project information, and a series of plans and/or map graphics will be prepared for display during this meeting. Planning exercise materials will be prepared for up to ten (10) individual tables (anticipating a maximum of 80 participants). Additional planning exercise materials may be required for turnout beyond 80 participants, and can be provided as part of Task 3 services for an additional cost as requested by the City utilizing the reimbursable expense rates identified in Exhibit 'B'.
- Review concepts generated during the workshop and assist the City in preparing a range of preferred plan opportunities. Prepare a brief written memorandum (text only) outlining findings and opinions relative to anticipated traffic volumes the future development might generate, and the likely distribution of traffic (direction of approach and departure from proposed site access). This concept-level transportation analysis will include review and comment on proposed access points, site circulation, and potential geometric and traffic control improvement needs at identified site access points.
- Utilizing the range of preferred plan opportunities, our team will also research and prepare profiles of up to three comparable projects with similar dynamics to the Prairie Village site, and will outline how lessons learned from these comparable projects may inform the ongoing planning and development of the study area in Prairie Village.

## EXHIBIT 'A'

- Assist Consensus in the creation of display information for use in an Open House review meeting that is open to public registration. This open house information will include a series of maps, plans, and diagrams to illustrate the draft version of the comprehensive plan recommendations. A brief power point presentation will be developed to assist in communicating these draft recommendations.
- Prepare a Comprehensive Plan Amendment document for the City's review and consideration for amending the existing Comprehensive Plan for the study area. The amendment is anticipated to incorporate a regulating plan to guide the placement of future improvements within the study area, as well as flexible design guidelines that illustrate the anticipated development quality and character expectations within the study area. The creation of a Form-Based Code is not anticipated or included in this scope of services, but could be added as an additional service if desired by the City.

### **Deliverables:**

- Market overview analysis + outline of projected demand report
- Concept-level infrastructure analysis map + transportation access considerations
- Support materials for (2) Open Forum interactive exercises and activities
- Support materials for (1) Public Workshop interactive exercises and activities
- Range of preferred plan opportunities concepts – resulting from the Public Workshop
- Transportation access memoranda reviewing preferred concepts
- Three comparable project comparisons summary
- Support materials for (1) Open House review meeting
- Comprehensive Plan Amendment summary report (10 copies)
- All deliverables will be provided in word or PDF format

### **TASK 3: ADDITIONAL PLANNING ASSISTANCE – OPTIONAL SERVICES**

Due to the relatively unpredictable nature of this type of planning effort, some additional assistance may be necessary at some point in the planning process to address unforeseen circumstances as identified and requested by the City. These may include attending or facilitating additional meetings, providing additional staff support during heavily attended meetings, preparing additional planning analyses and work products, or may include extending the anticipated project completion schedule. Members of the Confluence planning team will be available to assist with providing additional services as directed by the City on an hourly rate basis using the rates for professional staff and reimbursable expenses identified in Exhibit 'B'.

### **B. SCHEDULE**

Confluence is prepared to initiate the services described herein immediately upon the City's notice to proceed, and will coordinate our work with that of the City's other selected consultants to complete the project. The anticipated schedule is as follows:

- Focus Group Meetings (8): February-March, 2012
- Open Forum Meetings (2): March 22 and March 24, 2012
- Public Workshop Meeting (1): April 28, 2012
- Comprehensive Plan Amendment: June 2012

## EXHIBIT 'A'

### **C. EXCLUSIONS**

The following activities are not included in this scope of services, and are anticipated to be provided by the City or the City's other consultants as needed or required:

- Legal Services
- Fiscal Impact Analysis + Development Incentives Review
- Development Pro-Forma Preparation and/or Review
- Form Based Code

PROPOSED HOURLY RATE SCHEDULE

HOURLY RATES

CONFLUENCE

POSITION	RATE / HOUR
Senior Principal	\$150
Principal	\$135
Senior Project Manager	\$100
Project Manager	\$85
Project Landscape Architect II	\$75
Project Landscape Architect I	\$70
Project Planner II	\$75
Project Planner I	\$70
Landscape Architect Intern II	\$65
Landscape Architect Intern I	\$60
Draftsperson	\$50
Clerical Staff	\$42

DESIGN WORKSHOP

POSITION	RATE / HOUR
Principal	\$175
Project Manager	\$150
Planner II	\$110
Planner I	\$90
Project Assistant	\$90

PHELPS ENGINEERING

POSITION	RATE / HOUR
Principal	\$175
Senior Professional Engineer	\$145
Professional Engineer	\$126
Engineering Technician II	\$95
Engineering Technician I	\$80
Drafter II	\$72
Drafter I	\$65
Clerical/Support Staff	\$60
Survey Technician	\$88
Licensed Land Surveyor	\$110
Survey Crew - 1 Man*	\$143
Survey Crew - 2 Man*	\$158
Survey Crew - 3 Man*	\$173
Construction Observer I	\$65
Construction Observer II	\$78

\* Rate includes local travel and miscellaneous survey supplies.



**Exhibit A  
TranSystems Corporation  
Schedule of Hourly Rates for 2012  
Kansas City Office**

Classification	Rate	Classification	Rate
Principal/Engineer V	\$270	Surveyor V	\$156
Engineer IV	\$197	Surveyor IV	\$109
Engineer III	\$148	Surveyor III	\$89
Engineer II	\$119	Surveyor II	\$64
Engineer I	\$96	Surveyor I	\$53
Architect IV	\$184	Three-Person Survey Crew	\$187
Architect III	\$120	Two-Person Survey Crew	\$133
Planner IV	\$195	Industry Specialist IV	\$185
Planner III	\$130	Industry Specialist III	\$104
Planner II	\$96	Inspector V	\$192
Planner I	\$75	Inspector IV	\$116
Scientist IV	\$169	Inspector III	\$85
Scientist III	\$108	Inspector II	\$68
Scientist II	\$85	Inspector I	\$58
Scientist I	\$76	Administrator IV	\$213
Technician V	\$148	Administrator III	\$210
Technician IV	\$108	Administrator II	\$74
Technician III	\$88	Administrator I	\$59
Technician II	\$78	Clerical III	\$74
Technician I	\$63	Clerical II	\$63
		Clerical I	\$50

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2012. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1<sup>st</sup> of the next calendar year.

## PROPOSED HOURLY RATE SCHEDULE

### REIMBURSABLE EXPENSES

REIMBURSABLE EXPENSE	FEE
Filing Fees	1.15 x cost
Long Distance Telephone Calls	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.50 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.05 each
B/W Photocopies/Prints 11x17	\$.09 each
Color Photocopies/Prints 8½ x 11	\$.65 each
Color Photocopies/Prints 11x17	\$1.50 each
Large Format Plotting – Bond	\$2.50 / SF
Large Format Plotting - Mylar	\$4.50 / SF
Compact Discs	\$2.00 each
Booklet Binding (cover, coil, back)	\$3.95 each
Electronic Files	\$50.00 each





**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
February 6, 2012  
7:30 p.m.  
Shawnee Mission East High School Cafeteria**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC PARTICIPATION**
- V. CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (Roll Call Vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

**By Staff:**

- 1. Approve Regular Council Meeting Minutes - January 17, 2012
- 2. Approve Claims Ordinance 2892
- 3. Authorize the Mayor to execute the Final Plat for Benton House of Prairie Village First Plan and to accept easements and rights-of-way subject to the following conditions specified in the Planning Commission minutes of January 10, 2012
- 4. Approve the purchase of three (3) 2012 Ford Police Interceptor Sedans, and one (1) Ford Police Interceptor Utility. One sedan will be paid for by the City of Mission Hills
- 5. Approve the 2012 Recreation Fee Schedule as written

**VI. MAYOR'S REPORT**

**VII. COMMITTEE REPORTS**

**COU2012-01 Consider Professional Services Agreements with Consensus Consulting and Confluence for the Completion of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment  
(If forwarded for action by Council Committee)**

**VIII. STAFF REPORTS**

**IX. OLD BUSINESS**

Consider fence design options along Tomahawk Trail

**X. NEW BUSINESS**

**XI. ANNOUNCEMENTS**

**XII. ADJOURNMENT**

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

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

# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**February 6, 2012**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
January 17, 2012**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, January 17, 2012 at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

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

Also present were: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager for Public Works; David Waters, representing the City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC PARTICIPATION**

John Joyce, 4201 Delmar, provided his extensive background in the area of project management of commercial properties and speaking from that experience made the following comments in reference to the proposed amendment to the city's comprehensive plan for the area of 84<sup>th</sup> and Mission Road. He does not believe the city should spend funds to prepare an amendment that will provide MVS, LLC with potential plans for the development of their property. They are the developer and it is their

responsibility. He also strongly stated that no incentives should be considered by the Council for the development of the property, noting the developer should have considered those prior to the purchase of the property. Mr. Joyce felt the proposed \$90,000 for the amendment to the comprehensive plan would be better spent with any amendment process carried out by city staff. Any requested CID funds should be used for carrying out general operating expenses of the city. He does not believe the city needs to encourage development.

Mr. Joyce asked where the city was getting the funds to pay for the comprehensive plan study noting the proposed sales tax increase for park funding as there are no funds available. Laura Wassmer responded the funds would come from the economic development fund designed for such expenditures. Quinn Bennion noted the consultant being considered is local and the agreement does not have payment for travel or housing costs mentioned by Mr. Joyce.

Mayor Shaffer acknowledged the presence of a boy scout in the audience.

## **CONSENT AGENDA**

Charles Clark moved the approval of the Consent Agenda for January 17, 2012:

1. Approve Regular Council Meeting Minutes - December 19, 2011
2. Approve Claims Ordinance #2891
3. Ratify the Mayor's reappointment of Lori Sitek and Thomas Brill to the Prairie Village Civil Service Commission to additional three-year terms expiring in January, 2015.
4. Ratify the Mayor's appointment of Lindsey Roseman to the Prairie Village Arts Council filing the unexpired term of Annie Brabson expiring in April, 2014 and Maggie Swartz to the Park & Recreation Committee as a student representative
5. Approve funding in the amount of \$20,000 for the 2012 HOME Rehabilitation Program by approving a Letter of Understanding with Johnson County Housing Services
6. Approve recreation contract with Challenger Sports and Omega Soccer for the use of City park facilities for sport camps.



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

### **MAYOR'S REPORT**

Mayor Shaffer reviewed the several activities and events he attended during the past weeks representing the City including MARC Board of Directors meeting, Johnson County Mayors breakfast; Johnson County Convener, Shawnee Mission School District Legislative Information session, Prairie Village Art reception and the final meeting of the Johnson County Charter Commission.

### **COMMITTEE REPORTS**

#### **Park & Recreation Committee**

Diana Ewy Sharp reported that the Park & Recreation Committee met last week and had a very productive discussion on the proposed park sales tax. They will be bringing forward to a recommendation to the Council. She also noted with the appointment earlier this evening, the committee is now completely staffed.

#### **Villagefest**

The Villagefest Committee will hold their first meeting for the 2012 celebration on Thursday, January 19<sup>th</sup>. Marianne Noll will continue as chair and welcomes anyone who wishes to serve on the committee.

### **STAFF REPORTS**

For the benefit of the public in attendance, Ruth Hopkins asked that staff reports be presented after the completion of Old Business. The agenda was so amended.

## **OLD BUSINESS**

### **Discussion about the Tomahawk Trail**

Leo Wetherill, 4400 Tomahawk, presented the results of a survey he took over the past weekend from individuals using the Tomahawk Trail. The survey addressed issues related to their use of the path, opinion of the new path, its design and impact on the neighborhood and if they felt neighborhood input should be taken when these projects are designed. Nine surveys were taken over an approximate 2.5 hour period of time. All of the individuals taking the survey were frequent users of the trail (3 or more time per week). All felt that neighborhood input should have been taken on the project with most feeling that the project as designed does not make the neighborhood more livable. All but one individual, who was neutral, disliked the chain link fence that was constructed next to the trail.

Mr. Wetherill also shared pictures of the area depicting the lack of landscaping, the path cutting off access to 72<sup>nd</sup> Terrace, a street curb that juts out along the path, a 10" greenspace between the path and the street and the chain link fence. Mr. Wetherill asked who determined the chain link fence was necessary, rather than the architectural railing or split-rail wood solution shown in designs and costs estimates and when the "material" change was made and why?

Mr. Wetherill closed stating this project does not meet the Village Vision standard of quality design and asked that the project be re-evaluated and design corrected. He also asked that the City establish a policy that would require notification of neighboring property owners within 500 feet and neighborhood meetings on all projects prior to the funding of projects.

Marianne Noll, 4500 West 73<sup>rd</sup> Terrace, stated when the trail was presented in 2009 it was proposed with a split rail fence. She noted that she would have preferred a concrete surface rather than an asphalt surface. Other individuals attending the meeting regarding this issue were: Kathy Fisher, 4300 West 71<sup>st</sup> Terrace; Jennifer Johnson, 4424 West 71<sup>st</sup> Terrace; Brian & Kathy Brzozowski, 4506 West 71<sup>st</sup> Street; Susan Bruce, 4501 West 72<sup>nd</sup> Terrace and Leo Wetherill, 4400 Tomahawk.

Susan Bruce, 4501 West 72<sup>nd</sup> Terrace, expressed concern with the safety of the asphalt surface, noting over the past few days areas on the trail where there was no traction due to ice on the trail. She is particularly concerned with the potential liability posed by this surface and the steep incline of the trail for children or elderly to slip and fall.

Mayor Shaffer closed public comment.

Ruth Hopkins stated she was caught unaware when the fence was installed. Her expectation was that the trail would be similar to the very attractive trails along Nall and along Somerset between Corinth and Franklin Park. Neighbors have asked why their trail wasn't like others in the City. Mrs. Hopkins noted that part of the asphalt trail has already been replaced due to pooling water. She has been unable to track how the fence went from the proposed split rail to chain link.

Mrs. Hopkins stated when the Park Board heard the concerns expressed by the engineer regarding safety the issue should have been clearly brought before the Council for a possible solution. The decision to change the fence was not relayed to the Council. Mrs. Hopkins noted under the new park theme of "back to nature" it does not make sense to put up a four foot chain link fence separating individuals from nature.

Mrs. Hopkins stated the process followed for this project was flawed and she wants to see it corrected and that it not happen again.

Al Herrera expressed his disappointment noting that the money used for this project was earlier designated for Schliffke Park and then rushed through on a change order to quickly construct a trail. He feels this is unfair to the constituents and that the fence needs to be removed. He would have been ok with the installation of a wooden fence.

Michael Kelly stated he fully agreed with Mr. Herrera's and Mrs. Hopkins' comments. He noted the fence backs up to homes in Ward 3 and he has received negative comments from his constituents regarding the fence. He asked staff to explain what happened.

Quinn Bennion stated the trail project was presented for grant funding the past two years in follow-up to the Parks Master Plan where trails were rated by 76% of the respondents as a priority. Administrative staff prepared the grant proposals which did include a log rail fence along the trail, which was present for the first four or five design versions. When grant funding was not received, the project was turned over to the Public Works Department for inclusion in the CIP program.

Mr. Bennion noted that Village Vision addresses the difference between paths on the street and paths off the street. The on-street paths are shown constructed of concrete and the off-street constructed of asphalt. The Weltner and Franklin Park Trails are asphalt trails. He agreed this process was flawed and needs to be prevented from reoccurring.

Steve Noll stated that last week he asked for standards for the design of trails and finally received information late this afternoon. His frustration is that the final

decision is stated to be by engineering judgment - no individual or firm identified. The information he received notes a minimum distance of five feet on both sides of a pathway should be maintained when there is a slope.

Mr. Noll stated the reality is something must be done to address this appalling situation. The fence itself is a safety hazard as pointed out any confrontation on the path would force the individual's into the street with the current location of the fence.

Steve Noll moved that the existing fence be removed. The motion was seconded by Ruth Hopkins and noted she would also like to have the asphalt removed.

David Morrison thanked the residents for voicing their concerns and noted that he had voted against the project.

Laura Wassmer agreed that the fence should be moved, perhaps along the gabion baskets noting it will be difficult to maintain in its current location. She does not oppose the asphalt as it blends in better nature and appears more natural and is a better surface for running. She noted some of the residents along Somerset wanted an asphalt surface instead of concrete. In regard to information presented to the Council, she only remembers that leftover funds were available for the trail and that a fence would be constructed where needed, limited in scope, with the fence being split rail.

Dale Beckerman stated he cannot support a motion without a remedy and noted that 98% of the trails in Johnson County have an asphalt surface. He feels a fence is needed. He can't support removing it without plans for its replacement and knowledge of the cost involved.

Mr. Noll withdrew his earlier motion and Mrs. Hopkins her second.

Steve Noll moved the fence along the Tomahawk Trail be removed and that a fence constructed of appropriate materials be located at a site deemed appropriate to provide maximum safety for those using the trail. Mrs. Hopkins seconded the motion.

Charles Clark asked if the existing fence would remain until the new fence can be installed. He stated he would like to see the costs for the removal and for the new fence.

David Belz stated he does not see a problem with the existing fence and cannot support removing it without putting something in its place. He feels the fence is essential to provide safety from children falling into the creek.

Quinn Bennion noted due to safety concerns the existing fence would not be removed until a replacement fence with the appropriate materials and location are ready.

Diana Ewy Sharp stated she would prefer a more aesthetically pleasing fence that would still address the safety concerns. It is her understanding that the engineer, Bill Cunningham with The Larkin Group felt a different type fence was needed to adequately address safety issues and made the change from the fence shown in the original application. She stated this information was included in packet information given to the Council prior to final approval.

Mrs. Ewy Sharp stated she felt public hearings need to be held for each parks master plan project prior to approval in the future. She cannot support the removal of the fence as safety issues would not be addressed. She would be supportive of going through the design process again on this project.

Al Herrera noted a sidewalk was not proposed for the previous sidewalk at this location.

Laura Wassmer stated when this was brought before the Council it was not discussed at the level it should have been. If there were changes made to the project, they should have been pointed out.

Ruth Hopkins stated she thought it was a reasonable expectation that this trail would not be any different from others. She stated she called Public Works and asked for a picture and was told nothing was available.

Michael Kelly stated he is concerned with why this happened and the disconnect between senior staff members and the Park & Recreation Committee.

Dale Beckerman stated the motion should be confined to where we are going forward. He feels it is appropriate to ask Public Works what costs, etc. the City is looking at before moving forward; i.e. what is the cost for removal, can the fence be used elsewhere, what is the cost of a new fence.

Keith Bredehoeft, Project Manager, first explained the difference in the use of concrete and asphalt on trails. Where the trail is near a street and intersects with driveways generally concrete is used; trails not on streets generally have an asphalt surface. The Tomahawk Trail is close to a street, but does not intersect any driveways, so asphalt was selected.

The first application for a trail grant was put together by administrative and public works staff. The application submitted in April presenting a conceptual view of the trail contained a log rail fence. During the actual trail design staff became more concerned with the safety that would be provided by the proposed log rail fence. Mr. Bredehoeft stated he discussed his concern with the city's engineer for the project, Bill Cunningham, and due to the closeness of the trail at some points to Brush Creek, the steep drop off of the creek and the slope of the trail, they both felt a chain link fence

would provide better protection. The new plans were submitted to the Council for final approval, but he noted the fence material change was not discussed.

Leo Wetherill asked what risk management strategy was used stating he felt the chain link fence was risk overkill. Dale Beckerman responded the city takes risk management into consideration on everything constructed in the City.

Mr. Bredehoeft showed pictures of the current project depicting the trail and fence location, slope and materials.

Steve Noll asked if round rail would be an acceptable material for the fence. Mr. Bredehoeft replied it would provide some safety, more so if it had four rails. Quinn Bennion added that chain link could be added between two rails to provide additional protection, if needed.

Mr. Bredehoeft stated the issue was discussed with the Park & Recreation committee and given their support and then he brought it back to the Council.

Michael Kelly asked the cost difference between the two materials. Mr. Bredehoeft responded the costs were similar and were not a factor in the decision. Mr. Kelly stated his constituents homes back up to this project and all have stated they would prefer to have a wooden rail fence as proposed. He again expressed concern with the discord between senior staff and the parks committee.

Bruce McNabb stated his staff could go back and look at the design again and bring their findings back to the City Council.

Laura Wassmer stated she would like to know the cost of relocating the fence. If a split rail fence could be done, she would prefer three rails to four. She would also like to see the location of the fence moved as it creates an artificial barrier and would be more aesthetic closer to the creek.



Ruth Hopkins agreed with Mr. Kelly that it is important to determine how this occurred. The Park Committee had windfall funds and chose how they would be spent. She feels the funds were used improperly. If there is no accountability acknowledged, things will continue to go forward without oversight.

Laura Wassmer stated this issue did not come before the Park Committee. Mrs. Hopkins replied she talked with a Park Committee member who stated it was discussed by the Committee.

Diana Ewy Sharp stated the Park Committee had \$2 million for park improvements and designated improvements to Franklin, Weltner and Schliffke. Additional grant funds were requested, but not received. Matching fund money of \$350,000 was set aside for the grant. The Park Committee requested that this money be used for parks. The Finance Committee returned part of that money to the CIP with \$200,000 going back to parks; however, they did not want the money spent on Schliffke. The only comparable cost project was Porter Park Trail which was presented to and approved by the City Council.

Steve Noll withdrew his previous motion and Mrs. Hopkins her second of the motion. Steve Noll then moved the City Council direct Public Works prior to the next Council meeting to bring forth plans that weigh safety, cost and design addressing the following options: 1) moving the fence from its current location; 2) replacing the fence with a round rail fence and 3) any other alternatives that would address the concerns expressed by the Council and public. The motion was seconded by Ruth Hopkins and passed unanimously.

## STAFF REPORTS

### **Public Safety**

- Chief Jordan gave an update on robbery in the 79<sup>th</sup> & Stateline area and noted they had received several tips from residents and are following up on them.
- Chief Jordan commended the neighbors who reported suspicious activity on Rosewood and noted he was confident their action prevented burglaries in the area.
- Chief Jordan announced Corporal Jason Kuder has been selected as President of the Kansas Hostage Negotiators Association.

### **Public Works**

- Bruce McNabb reported there had been some snow activity.
- Projects for next year and spring maintenance is ahead of schedule due to favorable weather.

### **Administration**

- David Waters, representing the City Attorney, advised the Council of their quasi-judicial role in both rezoning and special use permit applications.
- Chris Engel announced the upcoming Legislative Breakfast and Council Worksession on Saturday, January 21<sup>st</sup>.
- The Chamber Legislative Breakfast Series begins this Saturday, January 21<sup>st</sup>
- The League's City Hall Day at the Capitol is Wednesday, February 1<sup>st</sup>.
- Dennis Enslinger announced that the Ripple containers at Corinth Square will be relocated soon due to upcoming construction.
- Mr. Enslinger advised that Lane4 has requested CID reimbursement for the full replacement cost of the roof and asked for Council direction. Council responded they would not approve the request.
- Mayor Shaffer announced an invitation to the Ripple Glass Happy Hour in recognition of the City's finish in the MARC recycling challenge. The event will be held at the Brewery on February 7<sup>th</sup> from 5 p.m. to 7 p.m.
- Quinn Bennion announced the Dorr Holiday Display netted over \$3600 for the Prairie Village Municipal Foundation and will allow the City to do another rehabilitation project with Heartland Habitat for Humanity.

## NEW BUSINESS

Laura Wassmer stated in the past she has been proud of the Council Etiquette displayed by the 12 member City Council. Council members were able to express their differing viewpoints and with the respect of other council members. Unfortunately this has not been the case in the past few years.

Ms. Wassmer reprimanded David Morrison for his disparaging remarks made about other Council members in a packed Council Chamber for their differing views. Such action is not only unprofessional, but reflects poorly on the entire Council and City. She stated all council members, regardless of their views on issues, deserve the respect of their colleagues. Ms. Wassmer also stated that what is said and done in "Executive Session" should never be shared outside that session, but less in a public meeting - which is why the discussion was held in "Executive Session".

Ms Wassmer would like to see a higher level of respect shown to all and a more professional behavior displayed especially during meetings.

David Morrison stated he would not respond to Ms Wassmer's comments; however, noted his upcoming participation in the Northeast Johnson County Leadership Program and appointment to a National League of Cities Finance Sub Committee with Councilmember Diana Ewy Sharp.

## **ANNOUNCEMENTS**

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

Prairie Village Arts Council	01/18/2012	7:00 p.m.
Environmental Committee	01/25/2012	7:00 p.m.
Council Committee of the Whole	02/06/2012	6:00 p.m.
City Council	02/06/2012	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit of City owned art in the R. G. Endres Gallery for the month of January. The art will be removed on Tuesday, January 17<sup>th</sup> and the gallery will be closed for maintenance for the remainder of January.

The City will be offering holiday tree drop-off sites through January 20<sup>th</sup> at Porter, Franklin, Meadowlake and Harmon parks again this year.

The City offices will be closed Monday, February 20<sup>th</sup> in observance of Presidents' Day. Deffenbaugh does not observe this holiday so recycling and solid waste pick-up will be on the normal schedule.

## ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 9:30 p.m.

Joyce Hagen Mundy  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No.   1  

February 6, 2012

**Copy of Ordinance**  
2892

Ordinance Page No.       

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
1519-1624	1/6/2012	471,132.66	
1625-1628	1/19/2012	98,306.75	
1629-1720	1/20/2012	313,692.95	
1721	1/23/2012	1,065.00	
1722-1724	1/27/2012	425.50	
Payroll Expenditures			
1/13/2012		252,193.99	
1/27/2012		387,926.88	
Electronic Payments			
Electronic Pmnts	1/3/2012	3,818.38	
Electronic Pmnts	1/12/2012	8,859.76	
Electronic Pmnts	1/20/2012	16,151.80	
Electronic Pmnts	1/27/2012	1,226.32	
Electronic Pmnts	1/30/2012	1,760.44	
<b>TOTAL EXPENDITURES:</b>			\$ 1,556,560.43
Voided Checks			
Alamar Uniforms of Kansas City	# 1520	(11,650.31)	
<b>TOTAL VOIDED CHECKS:</b>			(11,650.31)
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,544,910.12</b>

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

Passed this 6th day of February 2012.

Signed or Approved this 6th day of February 2012.

(SEAL)

ATTEST: \_\_\_\_\_  
*City Treasurer*
*Mayor*



## PLANNING COMMISSION

Council Meeting Date: February 6, 2012  
*Consent Agenda*

### Consider Final Plat for Benton House of Prairie Village First Plat

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#### RECOMMENDATION

Authorize the Mayor to execute the Final Plat for Benton House of Prairie Village First Plan and to accept easements and rights-of-way subject to the following conditions specified in the Planning Commission minutes of January 10, 2012.

#### BACKGROUND

On January 10, 2012, the Planning Commission reviewed and approved the preliminary and final plats for Benton House at 2700 Somerset subject to the following conditions:

1. Correct the Mayor's Signature to Ronald L Shaffer.
2. Correct the City Clerk's name to Joyce Hagen Mundy
3. Revise the APPROVALS section as follows "Lands dedicated for public purposes accepted by \_\_\_\_\_".
4. If there is a mortgage holder, have them sign the Final Plat also.
5. Construct the five foot wide sidewalk along the West property line in accordance with the Site Plan.
6. That the applicant grant access control for 200 feet from the intersection of Belinder Road and Somerset Drive to the North and West, show it on the face of the plat and add the language in the dedication section.
7. Revise the Final Plat as approved and submit three copies to the City for their records.
8. That the applicant submits proof of ownership.
9. That the applicant submits the Final Plat to the Johnson County Surveyor for review and to make changes as required.
10. That the applicant submits a certificate showing that all taxes and special assessments due and payable have been paid.

**Note: Conditions 1 - 6 have been met and are reflected on the revised plat.**

The minutes of the January 10, 2012 meeting regarding this application are attached.

#### RELATED TO VILLAGE VISION

*LR3 Enhance key corridors by encouraging more diverse, pedestrian friendly development along commercial corridors*

#### ATTACHMENTS

Planning Commission Minutes of January 10, 2012 (Draft)  
Revised Final Plat

#### PREPARED BY

Joyce Hagen Mundy  
Planning Commission Secretary/City Clerk

January 30, 2012

**PLANNING COMMISSION MINUTES**  
**January 10, 2012**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, January 10, 2012, in the Multi-Purpose Room, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Bob Lindeblad, Dirk Schafer, Nancy Wallerstein, Marlene Nagel and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Bob Lindeblad moved for the approval of the minutes of December 6, 2011, with a typographical correction in the last paragraph on page 10 changing "linked" to "liked". The motion was seconded by Nancy Wallerstein and passed 6 to 0 with Marlene Nagel abstaining as she was not in attendance.

**PUBLIC HEARINGS**

There were no Public Hearings.

**NON PUBLIC HEARINGS**

**PC2012-101      Site Plan Approval - Outdoor Patio**  
**8228 Mission Road**

Mike Kress with Generator Studio stated the Salty Iguana has had an outdoor dining area for many years; however, the site plan was not approved by the Planning Commission. Salty Iguana is proposing to revise the outdoor dining area and now is requesting site plan approval for the outdoor patio as constructed with additional improvements proposed for this Spring to comply with the new vision for Corinth Square including a new gable as shown on the Corinth Square site plan.

Ron Williamson stated the proposed plan shows seating for 42. The existing 48" tall fence-type enclosure will be replaced with 36" tall panels between the stone columns. The stone columns will have double 4"x4" wooden beams that will replace the single column beams. New sconces will be installed on the beams and these are the new design that will be used throughout the Center

Currently, there is no pedestrian route between the outdoor seating area and the curb. The applicant is proposing to move the curb to the east in order to permit cars

to overhang the sidewalk while still allowing adequate area for pedestrian movement. There will be 7 feet between the columns and the curb.

The proposed Salty Iguana sign does not comply with the sign standards approved for Corinth Square on September 6, 2011. According to the sign standards, gable signs need to either be in an oval or a rectangular cabinet. The proposed sign has the name Salty Iguana on the wall and the logo on the column in front. For the businesses in the Center, the business name and the logo have been and placed on the columns in the gable. Mr. Kress stated that the signage would comply with the sign standards for the Center and they would have a signed approval by Lane4 when they submit for their sign permit.

Corinth Center has approximately 308,804 square feet of leasable area. The off-street parking requirement for mixed office/commercial center over 300,000 square feet is 3.5 spaces per 1,000 square feet; therefore the required off-street parking is 1,082 spaces. LANE4 Property Group had a site survey prepared when the property was acquired and it indicates 1,238 spaces with 39 spaces designated as ADA accessible. The Center has exceeded the minimum number of required off-street spaces by 156. The additional square footage added by Salty Iguana, Johnny's BRGR and Urban Table for outdoor dining is approximately 2400 square feet and the CVS increase is 2,535 square feet for a total of 4,935 which would require an additional 17 parking spaces. The CVS plan along with the revised parking layout along Mission Road increased the number of spaces by two. The Center would still exceed the minimum by 141 spaces.

Nancy Vennard asked what the schedule was for the CVS project, noting nothing has been done on the site. Mr. Kress responded they are in the mobilizing stage securing the final approvals for demolition which is expected to be completed shortly.

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

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

The proposed site plan indicates the outdoor sidewalk location can accommodate the additional square footage for the outdoor eating area and meet ADA requirements for pedestrians to circulate between the patio enclosure and the curb. No new parking areas or drives are required for this use.

**B. Utilities are available with adequate capacity to serve the proposed development.**

Utilities are currently in place serving the Corinth Center and are adequate to serve this minor expansion for outdoor seating.

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

There will be no increase in impervious surface so stormwater is not an issue.

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



The site will utilize existing and proposed driveways provided by the Center. Adequate pedestrian accessibility will need to be maintained between the seating area and the parking lot.

**E. The plan is consistent with good land planning and good site engineering design principles.**

The outdoor seating helps create a more vibrant atmosphere for the center and is consistent with good land planning practices. The primary site design issue is the need to maintain a minimum 48-inch walkway for ADA accessibility between the canopy columns and the parking lot curb.

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

The proposed improvements to the building façade are another step in upgrading the center to the new design standards. The sign standards for Corinth Center permit signs in the gable area subject to recently approved design guidelines that are contained in the standards. The proposed sign does not meet the standards and will need to be revised or approved separately. The new patio enclosure will be a significant improvement from what exists. The applicant needs to submit design detail for the enclosure to Staff for review and approval.

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

One of the principles of the Village Vision was to focus on redevelopment and reinvestment in the community. These issues have become primary goals for the City and this project represents a step in that direction. This is the opportunity to enhance and intensify the use of the building that will generate additional revenues for the City.

Dirk Schafer moved the Planning Commission PC2012-101 approve the site plan for the outdoor dining area for Salty Iguana at 8228 Mission Road subject to the following conditions:

- 1) That all lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations.
- 2) That a minimum 48-inch wide accessible walkway be maintained between the canopy columns and the parking lot curb so as to not be obstructed by vehicle overhangs onto the sidewalk.
- 3) That the proposed gable sign be redesigned in accordance with the recently approved sign standards for Corinth Square North and be submitted to staff for approval.
- 4) That the building upgrade including the gable as shown on the plans be constructed as a part of this expansion.
- 5) That the applicant submit a design detail for the outdoor enclosure to Staff for review and approval.

The motion was seconded by Randy Kronblad and passed unanimously

Bob Lindeblad recused himself from the meeting due to a professional conflict of interest on the next application.

**PC2012-102 Preliminary & Final Plat Approval  
Benton House of Prairie Village First Plat  
2700 Somerset**

Brett Cauldron with BCH Rhodes noted the Planning Commission and the City Council approved a Special Use permit for Benton House in October with the Planning Commission also approving the site plan. One of the conditions of approval was that the land be platted. The property is bordered by 79<sup>th</sup> Street on the North, Belinder Road on the East and Somerset Drive on the South

Mr. Cauldron asked for both preliminary and final plat approval and noted they have reviewed and accepted the staff conditions for approval.

Dennis Enslinger noted a discrepancy has been found on whether the land surrounding the property is to be dedicated as right of way or as easement. Mr. Williamson stated staff recommends adding clarification of this be added as a condition of approval.

**Preliminary Plat**

The preliminary plat contains the information required by the subdivision regulations. The information in the center of the plat under "Lot1" indicates the owner is Shawnee Mission School District while the text along the right hand side of the sheet indicates that the owner is Hunt Midwest Real Estate Development Inc. The sale should be complete and the final plat will be signed by Hunt Midwest.

Most of the items were addressed during site plan approval. However, in reviewing the preliminary plat, Staff would like access control dedicated on Somerset Drive and Belinder Road for 200 feet in each direction from the intersection.

The sidewalk along 79<sup>th</sup> Street was discussed during the consideration of the site plan and it was agreed to allow the developer to construct it at a later date. There is a sidewalk along the North side of 79<sup>th</sup> Street. However, in relooking at the plan, there are sidewalks on the East, South and West sides of the site and a sidewalk on the South side of 79<sup>th</sup> Street which would complete the pedestrian loop for the residents of Benton House without having to cross 79<sup>th</sup> Street.

The **Final Plat** essentially has all the information on it that is required by the subdivision regulations.

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

In the APPROVALS section a few words were left out and the text needs to be revised "Lands dedicated for public purposes accepted by the \_\_\_\_\_".

The Mayor's signature should be "Ronald L. Shaffer".

The City Clerk's name should be "Joyce Hagen Mundy".

If there is a mortgage on the property, the mortgage holder also needs to sign the plat.

The site plan approved required a five foot wide sidewalk be constructed in the easement along the West side.

Marlene Nagel expressed her appreciation to the applicant for adding the additional sidewalk to the plan.

Marlene Nagel moved the Planning Commission approve PC2012-102 the Preliminary and Final Plats of Benton House of Prairie Village and forward the Final Plat to the City Council for acceptance of easements and right-of-way subject to the following conditions:

1. Correct the Mayor's Signature to Ronald L Shaffer.
2. Correct the City Clerk's name to Joyce Hagen Mundy
3. Revise the APPROVALS section as follows "Lands dedicated for public purposes accepted by \_\_\_\_\_".
4. If there is a mortgage holder, have them sign the Final Plat also.
5. Construct the five foot wide sidewalk along the West property line in accordance with the Site Plan.
6. That the applicant grant access control for 200 feet from the intersection of Belinder Road and Somerset Drive to the North and West, show it on the face of the plat and add the language in the dedication section.
7. Revise the Final Plat as approved and submit three copies to the City for their records.
8. That the applicant submit proof of ownership.
9. That the applicant submit the Final Plat to the Johnson County Surveyor for review and to make changes as required.
10. That the applicant submit a certificate showing that all taxes and special assessments due and payable have been paid.
11. That the dedication of right of way along Somerset Drive, Belinder Road and 79<sup>th</sup> Street be resolved.

The motion was seconded by Nancy Vennard and passed by a vote of 6 to 0.

Mr. Enslinger stated the plat would not go before the Governing Body until the conditions of approval have been met.

#### **PC2012-103 Site Plan Approval for Fence Setback Modification 5483 West 85<sup>th</sup> Terrace**

Charyl Rubin addressed the Commission asking for a fence setback modification for her six-foot wood privacy fence at 5438 West 85<sup>th</sup> Terrace. She noted the fence contractor, believing the property was in Overland Park, did not get a permit for the fence, which replaces the original fence located near the west property line. The fence has been partially constructed.

Ms. Rubin believes it is a hardship to have to take out the existing fence (newly constructed) and replace it under the strict interpretation of the zoning code. Second, the applicant would like to maintain as much rear yard space as possible and does

not believe that the fence in the current location affects the rights of adjacent property owners. She has met with neighboring property owners and has received their support for construction of the fence in its original location.

Dennis Enslinger noted Section 19.44.025 C requires a five (5) foot setback from the right-of-way adjacent to Nall because the subject property is located on a corner lot. There is eighty (80) feet of right-of-way along this section of Nall which would place the fence forty-five (45) feet from the center line of the street.

Ken Vaughn confirmed if the setback waiver were approved that any subsequent changes would need to comply with regulations or get Commission approval.

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

**A. The site is capable of accommodating the building(s), parking areas and drives with appropriate open space and landscape;**

The applicant is not proposing to significantly alter the existing building, parking or drive configuration. The open space will remain relatively the same since the proposed fence design is similar the previous fence and in the same location. The applicant has removed a significant amount of vegetation adjacent to Nall Avenue

**B. Utilities are available with adequate capacity to serve the proposed development;**

The site has existing utilities.

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

The proposed modifications to the site will not have any impact on stormwater runoff.

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

The Planning Commission has given the placement of fences a great deal of consideration related to safe ingress and egress circulation. In developing setback standards for fences, the Planning Commission has considered impacts on adjacent properties. In this case, the property to the south could be adversely impacted by the construction of a standard six (6) foot privacy fence along the property line. To alleviate such an impact the zoning ordinance requires that new fences be setback a minimum of five (5) feet from the property line.

As can be seen by the photographs of the existing site, there would be little impact to the adjacent property given the topography of the site and the lack of a driveway curb-cut along Nall Avenue. In addition, it should be noted that the existing right-of-way for Nall Avenue is sufficient to construct a 4 line roadway which is not anticipated to ever be built.

**E. The plan is consistent with good land planning and site engineering design principles;**

The plan is consistent with good land planning and site engineering design principles.

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

The proposed fence is compatible with the residential structure and the surrounding neighborhood.

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

The plan is consistent with overall development patterns represented in the neighborhood and with the policies adopted in the Comprehensive Plan.

Bob Lindeblad moved the Planning Commission approve PC2012-103 Site Plan a fence setback modification at 5483 West 85<sup>th</sup> Terrace allowing the replacement of the existing fence in its original location. The motion was seconded by Marlene Nagel and passed unanimously.

## **OTHER BUSINESS**

### **Discussion of changes to proposed elevation for Tide Cleaners at 3975 West 83<sup>rd</sup> Street**

On October 4, 2011, the Planning Commission approved the site plan for the construction of Tide Cleaners. The architects working on final drawings have discovered issues with the proposed canopy related to snow load and drainage. . Dennis Enslinger reviewed the previously proposed elevations for the project and the new proposed elevations. Stanley Lau with Mobius Architects was present to answer any questions.

Ken Vaughn asked if the canopy would be painted or prefinished metal. Mr. Lau responded it would be prefinished metal the same color as the roof on the existing building.

Bob Lindeblad stated he did not like the proposed changes noting they did not create a seamless fascia reflected in the original submittal. Nancy Wallerstein noted it looked like a metal shed roof sticking out from the building and was not at all attractive. Mr. Kronblad agreed the proposed change did reflect an industrial appearance.

Randy Kronblad asked if a dormer could be added with another column. Mr. Lau replied it would be difficult to match the slope of the gable. He added the problem was more of a drainage problem than a snow weight load.

Ken Vaughn asked where water discharged from the building. Mr. Lau state there was a downspout at the front corner of the building.

Bob Lindeblad asked if the canopy was necessary. Mr. Lau explained the customers are serviced from their cars. Nancy Vennard asked if it was typical to have four cars under the canopy. Mr. Lindeblad noted four cars can't be serviced at once.

Dennis Enslinger advised Mr. Lau that it appeared to be the consensus of the Planning Commission the proposed change was not acceptable and that the canopy be constructed as approved or he find another solution.

### **Next Meeting**

The February 7<sup>th</sup> Planning Commission agenda will have two public hearings: PC2012-01 the proposed amendments to Chapter 19.50 "Alternative Energy

Systems” and PC2012-02 the amendment to the comprehensive plan addressing the change in the parks master plan. An application has also been received for a monument sign at 4518 West 89<sup>th</sup> Street.

#### **ADJOURNMENT**

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 7:30 p.m.

Ken Vaughn  
Chairman

**FINAL PLAT OF  
BENTON HOUSE OF PRAIRIE VILLAGE FIRST PLAT  
A PROPOSED SUBDIVISION OF LAND IN THE  
NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12  
SOUTH, RANGE 25 EAST  
OF THE SIXTH PRINCIPAL MERIDIAN, IN PRAIRIE VILLAGE,  
JOHNSON COUNTY, KANSAS**

**FINAL PLAT DESCRIPTION**

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 27, Township 12 South, Range 25 East of the Sixth Principal Meridian, in Johnson County, Kansas.

Base of Bearings is South 87°53'43" West along the North line of Section 27, Township 12 South, Range 25 East as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone (NAD83) (CONS 1983) using the Missouri Department of Transportation VRS Network.

Beginning at the Northeast corner of the Northeast 1/4 of said Section 27, Township 12 South, Range 25 East in Johnson County, Kansas:

Thence South 02°29'41" East 663.12 feet on the East line of the Northeast 1/4 of said Section 27;

Thence South 87°41'20" West 526.11 feet, to the southerly prolongation of the East line of SOMERSET GARDENS a subdivision in Johnson County, Kansas;

Thence North 02°29'41" West 661.06 feet on the East line of said SOMERSET GARDENS, to the North line of the Northeast Quarter of the Northeast Quarter of Section 27, Township 12 South, Range 25 East;

Thence North 87°53'43" East 526.32 feet on the North line of the Northeast Quarter of the Northeast Quarter of said Section 27 to the Point of Beginning, said tract containing 347,352 square feet in 7.9741 acres more or less.

Subject to all easements and restrictions of record.

**PLAT DEDICATION**

I, the undersigned representative for the proprietor of this tract of land described on this document have caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision and plat shall hereinafter be known as "BENTON HOUSE OF PRAIRIE VILLAGE FIRST PLAT".

**STREET DEDICATION**

The areas reserved for public use in roads, designated as "LAW DEDICATED BY THIS PLAT", the extent and location of which are shown hereon, are hereby dedicated to public use.

**EASEMENT DEDICATIONS**

An easement or license to enter upon, locate, construct and maintain an underground utility line, including but not limited to electric, gas, water, sewer, telephone, cable, and similar utility facilities upon, over and under those areas outlined and designated on the plat as "LAW" (utility easement), "DUE" (drainage easement) is hereby granted to the City of Prairie Village, Johnson County, Kansas.

An easement or license to lay, construct, alter, repair, replace and operate one or more sewer lines and all appurtenances convenient for the collection of sanitary sewage, together with the right of ingress and egress, over and through those areas designated as "Sanitary Sewer Easement" or "SSE" on the plat is hereby dedicated to the Johnson County Wastewater or their assigns.

**SIDEWALK DEDICATION**

For the purpose of constructing, using, replacing, and maintaining a public sidewalk, and appurtenant work, including the right to repair, maintain and replace the sidewalk, and for any reconstruction and future expansion of such facility, together with the right of ingress and egress, over and through the area designated as "Sidewalk Easement" on the plat is hereby granted to the City of Prairie Village, Johnson County, Kansas.

**BUILDING SETBACK LINES**

Building setback lines (hereinafter referred to as "BSL") are hereby established as shown on the accompanying plat and no buildings shall be constructed between the line and the street right-of-way lines or lot lines to which said Building setback lines are adjacent.

**RESTRICTIONS**

The restrictions for this lot shall be those established for the area in Section 15.06 Single Family Residential District in the Prairie Village, Kansas Zoning Ordinance.

**ACCESS RESTRICTIONS**

Direct access to Baldler Road and Salsbery Drive from Lot 1 is hereby restricted, as shown on this plat.

**SURVEYOR'S NOTES**

1. Plat corners will be set in concrete after the filing of this plat.

**GENERAL NOTES**

1. Base of Bearings is South 87°53'43" West along the North line of Section 27, Township 12 South, Range 25 East as determined by Global Positioning System observations and referenced to the Kansas State Plane Coordinate System, North Zone (NAD83) using the Missouri Department of Transportation VRS Network.

2. Deed of record for this parcel: Deed (Condominium Sale) 19953, Johnson County, Kansas parcel number: 07251232-3001

3. Area Information:

Lot 1: 395,788 square feet or 9.0903 acres  
R/W: 51,565 square feet or 1.1838 acres  
Total: 347,223 square feet or 7.9065 acres

**FLOOD STATEMENT**

This subject property lies within Flood Zone "X" (Areas determined to be outside the 62% annual chance floodplain), as shown on the National Flood Hazard Analysis and Reporting Act Flood Insurance Rate Map (FIRM).

Map Number: 20091C0400G  
Flood No: 40 of 118  
Map Revision Date: August 2, 2009

NOTE: This statement is provided for informational purposes only and shall in no way constitute a basis for a flood certificate. No field work was performed to establish the boundaries of the zone. The information was derived by scaling the subject property on the above referenced map.

**CLOSURE SUMMARY**

Platcorn, 1 part in: 790451.587  
Error distance: 5.056  
Error direction: N2° 52' 01.92" W



90 N. 9th Street, Suite 100  
Kansas City, Kansas 64101  
P: (816) 371-3468 F: (816) 371-2437

**OWNER**  
Prairie Village MLP LLC  
2000 Hill Creek Ave., Suite 275  
Alpharetta, Georgia 30202

**DEVELOPER**  
Hunt Midwest Real Estate Development, Inc.  
Brentwood, Missouri  
6500 NE Underground Drive  
Kansas City, MO 64141  
Phone: (816) 455-2500  
Fax: (816) 544-8791

**EXECUTION**

IN WITNESS WHEREOF, Prairie Village MLP LLC, has by the authority of its Board of Directors caused this instrument to be executed by its President the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

By: HMCIS, LLC, Its Authorized Member  
By: Hunt Midwest Real Estate Development, Inc., Its Sole Member

Ora H. Reynolds, President

**ACKNOWLEDGMENT**

STATE OF KANSAS  
COUNTY OF JOHNSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me appeared Ora H. Reynolds, to me personally known who being by this duly sworn did say that she is President of Prairie Village MLP, LLC, and that this instrument was signed on behalf of said Corporation by authority of its Board of Directors, and said Ora H. Reynolds, acknowledged said instrument to be free act and deed of said Corporation.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year last above written.

My commission expires: \_\_\_\_\_ Notary Public

**EXECUTION**

As lender, I hereby certify that I have caused the land described on this plat to be surveyed, divided, mapped, dedicated and access rights reserved as represented on the plat. In testimony whereof, the undersigned lender has hereunto subscribed its hand the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Lender: Wells Fargo Bank, N.A.

By: Dan Kerr Kestinger, Vice President, Commercial Real Estate

**ACKNOWLEDGMENT**

STATE OF KANSAS  
COUNTY OF JOHNSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, appeared Dan Kerr Kestinger, to me personally known as the Vice President of Commercial Real Estate Wells Fargo Bank, N.A., who being duly sworn before me, has executed this instrument of writing, and has acknowledged the execution of the same to be the free act and deed of said person.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at my office in said county, the day and year last above written.

My commission expires: \_\_\_\_\_ Notary Public

**EXECUTION**

IN WITNESS WHEREOF, The Board of Education, Shawnee Mission School District, has by the authority of the Board of Directors caused this instrument to be executed by its Board President as indicated the Shawnee Mission School Districts interest in: Trap Street, Salsbery Road and Salsbery Drive to the City of Prairie Village, Johnson County, Kansas the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Board of Education Shawnee Mission School District

Dr. Craig K. Doney, Ph.D., Board President

**ACKNOWLEDGMENT**

STATE OF KANSAS  
COUNTY OF JOHNSON

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me appeared Dr. Craig K. Doney, Ph.D., President to me personally known who being by my duly sworn did say that he is the Board President, and that this instrument was signed on behalf of said Board of Education Shawnee Mission School District by authority of its Board of Directors, and said Dr. Craig K. Doney, Ph.D., acknowledged said instrument to be free act and deed of said Shawnee Mission School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

**APPROVALS**

This plat of BENTON HOUSE OF PRAIRIE VILLAGE FIRST PLAT has been submitted to and approved by the Planning Commission for the City of Prairie Village, Johnson County, Kansas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Planning Commission  
Prairie Village, Johnson County, Kansas

Kathleen J. Fughin, Chairman

Jackie Hagan (Hunt), Secretary

Letters dedicated for public purposes are owned by the Governing Body of the City of Prairie Village, Johnson County, Kansas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

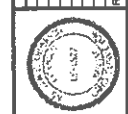
Donald L. Shaffer, Mayor

ATTEST  
Jesse (Hunt) Hunte, City Clerk

**SURVEYOR'S CERTIFICATION**

THIS IS TO CERTIFY that on the "Final Date" shown at the title block of this document, this survey was made by me or under my direct supervision and that said survey reports or records the "ADDRESS RESERVE/STAKE/STAKE" for boundary surveys pursuant to L.S.A. 9-7603.

Sheet No.	Area	Owner	Date
1	0.00	01/01/12	01/01/12
2	0.00	01/01/12	01/01/12
3	0.00	01/01/12	01/01/12
4	0.00	01/01/12	01/01/12
5	0.00	01/01/12	01/01/12
6	0.00	01/01/12	01/01/12
7	0.00	01/01/12	01/01/12
8	0.00	01/01/12	01/01/12
9	0.00	01/01/12	01/01/12
10	0.00	01/01/12	01/01/12
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19	0.00	01/01/12	01/01/12
20	0.00	01/01/12	01/01/12



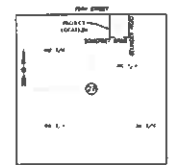
**BHC RHODES**  
90 N. 9th Street, Suite 100  
Kansas City, Kansas 64101  
P: (816) 371-3468 F: (816) 371-2437

HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.  
6300 NE UNDERGROUND DRIVE  
KANSAS CITY, MO 64141

FINAL PLAT  
BENTON HOUSE OF PRAIRIE VILLAGE  
FIRST PLAT  
PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS  
SEC. 27, T. 12N., R. 25E.

Sheet No. 010  
Project No. 015420  
Final Date SAT 08/27/2011  
Issue Date 1/07/2011  
Scale

**FINAL PLAT OF  
BENTON HOUSE OF PRAIRIE VILLAGE FIRST PLAT**  
A PROPOSED SUBDIVISION OF LAND IN THE  
NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 12  
SOUTH, RANGE 25 EAST  
OF THE SIXTH PRINCIPAL MERIDIAN, IN PRAIRIE VILLAGE,  
JOHNSON COUNTY, KANSAS



SECTION MAP  
SECTION 27-11S-42E  
(NOT TO SCALE)

**SECTION CORNER REFERENCE TIES**

**§12.186, Township 12 South, Range 25 East  
Northwest Corner, Section 27-12-25**  
Found a 1 inch conferring rod in monument box at the intersection of 79th Street and Pleasant Road.  
Northwest...46.68 feet to a found "x" cut on back of curb near road return.  
Southwest...38.54 feet to a found "x" cut on back of curb near road return.  
Southeast...49.18 feet to a found "x" cut on back of curb near road return.  
Northeast...48.14 feet to a found "x" cut on back of curb near road return.

**§12.121, Township 12 South, Range 25 East  
West Quarter Corner, Section 27-12-25**  
Found a 1 inch conferring rod in monument box at the intersection of 83rd Street and Pleasant Road.  
Northwest...53.96 feet to a set "x" cut on the back of curb near road return.  
Southwest...53.13 feet to the Northwest corner of abutted chain number strip.  
Southeast...72.20 feet to the center of a found cut stake on the Northwest corner of a curb inlet.  
Northeast...66.68 feet to a set "x" cut on the Southeast corner of a curb inlet.

**§12.121, Township 12 South, Range 25 East  
Southeast Corner, Section 27-12-25**  
Found a 1 inch steel rod 6" deep in monument box at the intersection of 87th Street and Pleasant Road.  
Northwest...50.82 feet to a set "x" cut on back of curb at the PT.  
Southwest...43.13 feet to a "x" cut on back of curb at the PT.  
Southeast...45.81 feet "x" cut on back of curb at the PT.  
Northeast...46.22 feet "x" cut on back of curb at the PT.



**OWNER**  
Prairie Village SLP LLC  
30000 Hill Creek Ave., Suite 275  
Alpharetta, Georgia 30022

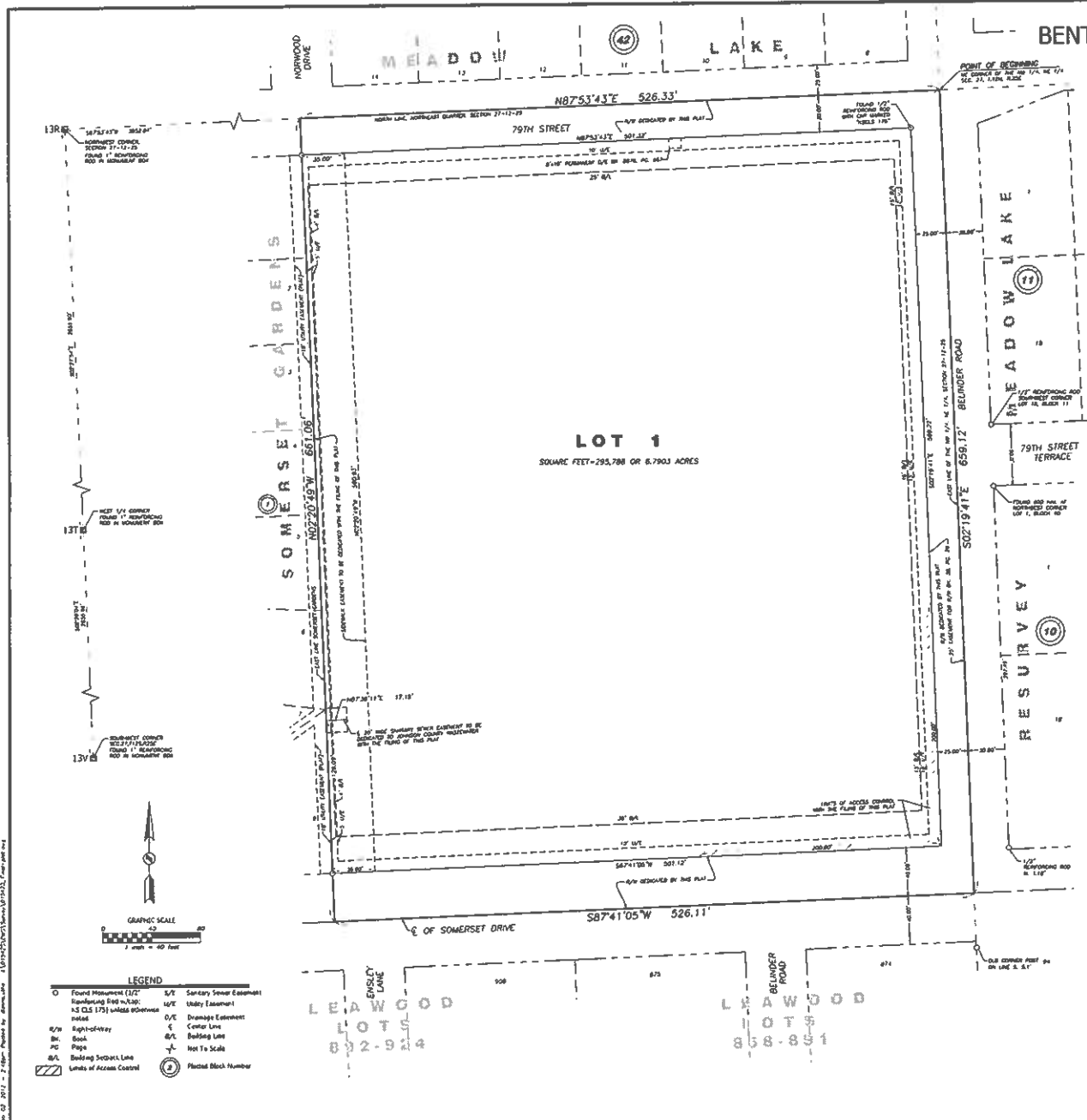
**DEVELOPER**  
Hunt Midwest Real Estate Development, Inc.  
Brentwood, TN 37027  
8300 NE Underground Drive  
Kansas City, MO 64141  
Phone: (816) 435-0300  
Fax: (816) 584-0701

**SURVEYOR'S CERTIFICATION**  
THIS IS TO CERTIFY that on the "Field Class" shown on this title sheet of this document, the survey work made by me or under my direct supervision and that said survey meets or exceeds the KANSAS PROFESSIONAL STANDARDS for boundary surveys pursuant to K.S.A. 24-2027.

Rev.	Date	Description	Checked
1	12/15/20	ISSUED FOR PUBLIC RECORD	
2	12/15/20	REVISION: PER PLAT CORRECTIONS	
3	12/15/20	REVISION: PER PLAT CORRECTIONS	
4	12/15/20	REVISION: PER PLAT CORRECTIONS	
5	12/15/20	REVISION: PER PLAT CORRECTIONS	
6	12/15/20	REVISION: PER PLAT CORRECTIONS	
7	12/15/20	REVISION: PER PLAT CORRECTIONS	
8	12/15/20	REVISION: PER PLAT CORRECTIONS	
9	12/15/20	REVISION: PER PLAT CORRECTIONS	
10	12/15/20	REVISION: PER PLAT CORRECTIONS	

<p align="center"><b>BHC RHODES</b> STATE LICENSE # 183-131618-0001 901 N. 8th Street, Suite 100 Kansas City, Kansas 64101 P: (816) 435-0300 F: (816) 584-0701</p>	<p align="center"><b>HUNT MIDWEST REAL ESTATE DEVELOPMENT, INC.</b> 8300 NE UNDERGROUND DRIVE KANSAS CITY, MO 64141</p>
<p align="center"><b>FINAL PLAT BENTON HOUSE OF PRAIRIE VILLAGE FIRST PLAT PRAIRIE VILLAGE, MO CO., K.S. 66208 SEC. 27, T. 12N., R. 25E.</b></p>	<p>Checked: _____ Date: _____</p>



**LEGEND**

○ Found Monument (L.C.)	S/E	Sanitary Sewer Easement
⊕ Surveying Rod w. L.S.	U/C	Utility Easement
⊖ S.D.S. 175) unless otherwise noted	D/C	Drainage Easement
— Right-of-Way	⊕	Center Line
— R/W	⊖	Building Line
— R/W	⊕	Not To Scale
— R/W	⊖	Building Setback Line
— R/W	⊕	Platted Block Number
— R/W	⊖	Limits of Access Control

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## POLICE DEPARTMENT

Council Committee Meeting Date: February 6, 2012

### CONSENT AGENDA: PURCHASE REQUEST OF POLICE VEHICLES

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#### RECOMMENDATION

Staff recommends the purchase of three (3) 2012 Ford Police Interceptor Sedans, and one (1) Ford Police Interceptor Utility. One sedan will be paid for by the City of Mission Hills.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON FEBRUARY 6, 2012.

#### BACKGROUND

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Department is seeking authorization to purchase these units from Shawnee Mission Ford, who was awarded the 2012 MACPP Metro Bid. The approximate build time for these cars from Ford is 120 days.

After Ford discontinued the Crown Victoria, the Department researched other manufacturers of police vehicles. Sgt. Carney also attended a police fleet conference to assist with this research. After looking at all of the alternatives, Staff decided the Ford product would be the best fit for the Department due to reliability, performance, maintenance, and warranty. These vehicles are new police specific package units from Ford. All of the vehicles come standard with all wheel drive which will assist handling in rain, snow, and icy conditions. Staff is recommending purchasing one utility version to be used as a supervisor vehicle. This will allow easier access to equipment and provide the Department additional feedback on this version of the police package.

This purchase was previously approved by the City Council as part of the 2012 Public Safety Budget.

#### FUNDING SOURCE

01-03-25-8006 - \$75,000

#### PREPARED BY

Capt. Tim M. Schwartzkopf  
Patrol Commander  
Date: February 1, 2012



## ADMINISTRATION

City Council Meeting Date: February 6, 2012

Consent Agenda:

Consider 2012 Recreation Fee Schedule

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### RECOMMENDATION

Recommend City Council approval of the 2012 Recreation Fee Schedule as written.

### BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they keep pace with any operational increases. In 2011, after a comparison with our neighboring communities and careful consideration of the state of the economy, staff recommended holding resident fees at 2010 levels and rolling back non-resident pool membership rates to match those of Fairway, the second highest rates in NE JoCo.

In 2012, returning recreation staff has been offered a 2% wage increase. In addition to the increased personnel cost we anticipate higher operational and commodity costs. Accordingly, staff is recommending an increase of ~3% for pool memberships, a \$5 increase for swim/dive lessons sold in blocks of five and a 1.1% increase for the tennis program.

The Parks and Recreation Committee normally discuss these fees and make a recommendation to City Council for final approval. Unfortunately, to meet the print deadline for the Recreation Guide, the Parks and Recreation Committee will be unable to discuss the fee increase until after this Council meeting. The Parks and Recreation Committee were informed by staff in January a slight fee increase would be coming forward at their February meeting. In addition, the recommended fees were shared electronically with the members of the committee prior to presentation to City Council.

### FINANCIAL IMPACT

In 2011 the General Fund subsidy for the swimming pool and recreation offerings was \$236,000. All things held equal, pool membership revenues would increase by \$3,500, aquatics by \$230 and tennis by \$140. Total projected increase - \$3870.

### ATTACHMENTS

Recommended 2012 Recreation Fee Schedule

### PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 2/2/12

## 2012 Recreation Fee Schedule

<b>RESIDENT</b>	<b>2011</b>	<b>2012 Recommendation</b>	<b>Increase</b>
Household of 4	\$150	\$153	2.0%
Two Person Family	\$140	\$143	2.1%
Individual	\$72	\$74	2.8%
Senior	\$55	\$57	3.6%
10 Swim	\$50	\$50	0.0%
			<b>2.1%</b>
<b>NON-RESIDENT</b>			
Household of 4	\$250	\$255	2.0%
Individual	\$150	\$155	3.3%
Senior	\$100	\$105	5.0%
Child	\$100	\$105	5.0%
10 Swim	\$55	\$55	0.0%
			<b>3.1%</b>
<b>AQUATICS</b>			
Resident	\$97	\$97	0.0%
additional child	\$91	\$91	0.0%
NR w/o membership	\$138	\$138	0.0%
NR w/membership	\$97	\$97	0.0%
Lessons (.5 hr)	\$30	\$35	16.7%
			<b>3.3%</b>
<b>TENNIS</b>			
JTL	\$92	\$92	0.0%
additional child	\$86	\$86	0.0%
Warm-Up Session	\$50	\$50	0.0%
Cardio Tennis	\$62	\$62	0.0%
Pee-Wee	\$41	\$42	2.4%
Mighty Mites	\$54	\$55	1.9%
Future Stars	\$54	\$55	1.9%
Adult Lessons	\$62	\$66	6.5%
Private (.5 hr)	\$23	\$23	0.0%
Semi-Private (.5 hr)	\$15	\$15	0.0%
Three & a Pro (hour)	\$17	\$17	0.0%
			<b>1.1%</b>
<b>POOL RENTAL</b>	<b>387</b>	<b>\$387</b>	<b>0.0%</b>



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: February 6, 2012

### CONSIDER THE DESIGN OF THE FENCE NEAR THE TRAIL ALONG TOMAHAWK DRIVE FROM PORTER PARK TO 71<sup>ST</sup> STREET

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#### RECOMMENDATION

Staff recommends the City Council provide direction regarding any changes that it wants to make to the recently completed fence near the trail along Tomahawk Drive.

#### BACKGROUND

On October 3, 2011 City Council approved a Change Order to the Cambridge St./Weltner Park Improvement Project to add a trail project along Tomahawk Drive, from Porter Park to 71<sup>st</sup> Street. The project was constructed in the late fall.

After the black PVC coated chain link fence was erected along the trail, several residents of neighboring residential areas and several City Council members raised concerns. They were not previously aware of the fence material or location.

A group of about ten residents from the Tomahawk Drive area appeared at the January 17, 2012 City Council meeting. Following discussion, the City Council directed the Public Works Department to "bring forth plans that weigh safety, cost and design addressing the following options: 1) moving the fence from where it exists today; 2) replacing the fence with a round rail fence and 3) any other alternatives that would address the concerns expressed by the Council and the public."

If the City Council decides to direct modifications to the fence, specific changes will be compiled into a construction package with necessary plans, specifications and instructions. This package will be bid in compliance with the City Council's purchasing policy. A proposed contract will be presented to City Council for approval.

#### FUNDING SOURCE

Funding for any modifications directed by City Council would most likely come from the balance of funds (approximately \$70,000) currently approved for this project. City staff is currently planning to request use of a portion of these funds to repave the existing trail in Windsor Park in spring, 2012.

## RELATION TO VILLAGE VISION

### *CC1 Attractive Environment*

*CC1a Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*

### *CCS2 Parks and Green Space*

*CC2a Preserve and protect natural areas.*

### *TR1 Bike and Pedestrian Friendly*

*TR1a Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*

*TR1b Provide interconnected bike routes, lanes and paths to facilitate safe bicycle travel throughout the Village.*

*TR1c Ensure that infrastructure improvements meet the needs of all transportation users.*

## ATTACHMENTS

Brief Chronology of Trail/ Fence Project  
Fence Design Summary, including Typical Sections  
Oct., 2011 Trail Plan Sheet  
Options Not Evaluated  
Fence Options Analysis, including Summary Table  
Other Fence Issues: Area Maintenance, Landscaping

## PREPARED BY

Bruce McNabb, P. E., Director of Public Works

Date: February 3, 2012

# Tomahawk Trail Fence

## Brief Chronology

- 2009 & 2010 Grant applications are submitted by City staff for trail projects including the section from Porter Park to 71<sup>st</sup> Street. Sketches based on preliminary planning show round rail fence along portions of trail.
- March 9, 2011 Parks and Recreation Committee recommend proceeding with Tomahawk Trail project from Porter Park to 71<sup>st</sup> Street. (Based on previous conceptual plan including wooden rail fence.)
- March and April City Council Committee of the Whole (March 21, 2011) and Governing Body (April 4, 2011) approve CIP amendment to fund Trail Project (based on previous conceptual plan including wooden rail fence).
- Spring/ Summer, 2011 Public Works staff and City Engineering Consultant (Larkin Group, Inc.) develop basic design for the Trail. During the detailed field inspection phase and the design phase it is determined that a more appropriate fence material is needed for safety purposes. Black PVC coated chain link fence is selected and specified in construction documents.
- October 3, 2011 Governing Body approves Change Order to Cambridge St./ Weltner Park Project to construct the Tomahawk Trail Project. (Project plan sheet and bid tabulation include black PVC coated chain link fence but this change is not highlighted.)
- November and December Contractor constructs trail as specified including fence. During construction additional sections of fence are added due to field inspection of final trail location and adjacent slopes.

## **Fence Design Summary**

### **Givens:**

Trail/ Side Use Path

Trail is asphalt per Parks Master Plan and it is typical for in a greenway

Limited space between street and drainage channel

Trail would be multi-use/multi-direction

### **Users of Trail:**

Families- Parents with strollers with children riding bicycles and tricycles

Senior Citizens

Adults walking, jogging, and riding bicycles

### **Primary Objectives of Fence:**

Prevent users from reaching channel

Prevent users from reaching non-recoverable steep slopes

Design Guidelines- American Association of State Highway and  
Transportation Officials (AASHTO)

### **Design Constraints: See Typical Sections**

Trees, light poles, power poles, steep slopes, and channel drop-off

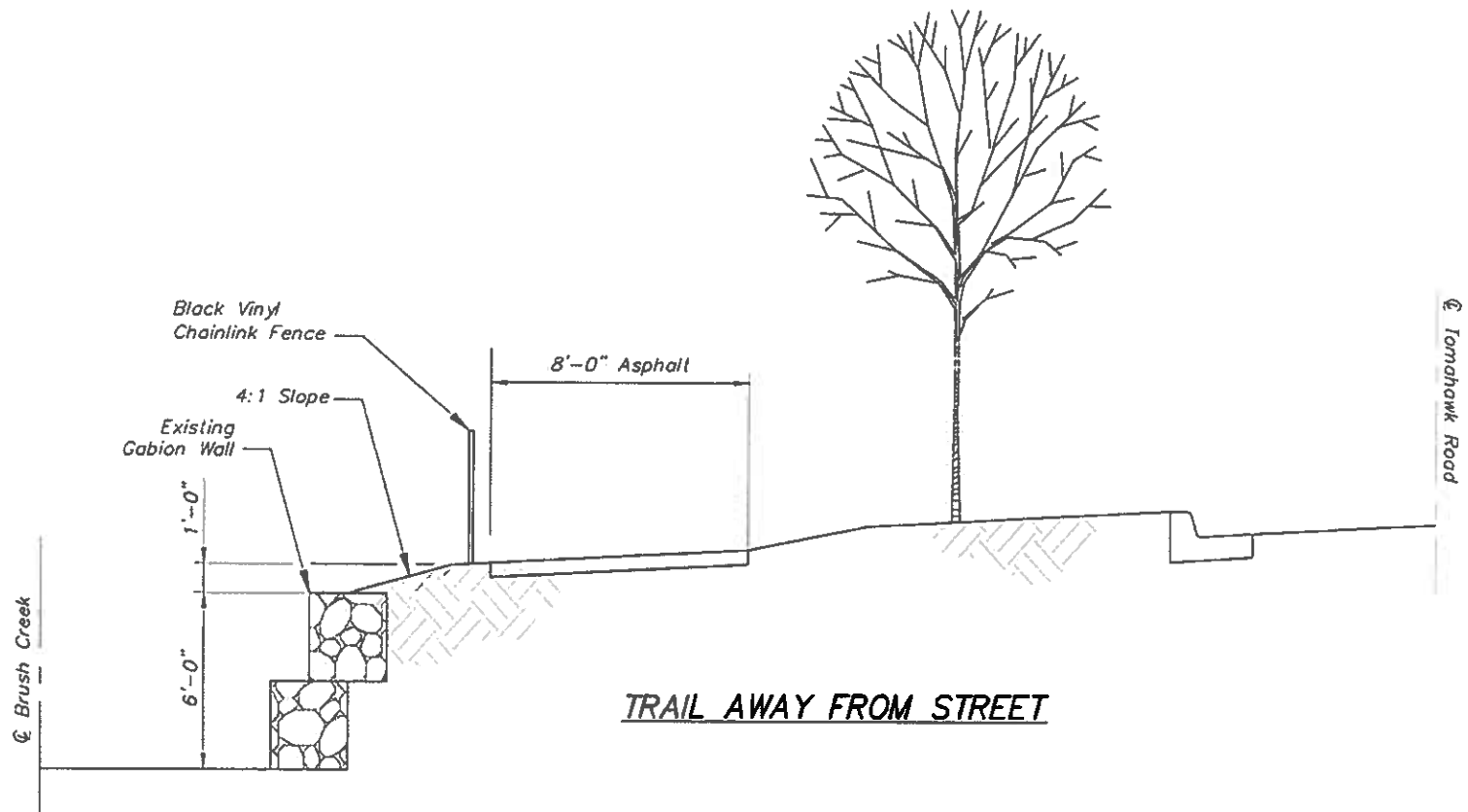
Drainage Channel- Including large drainage culvert under Tomahawk and  
Trail

Tomahawk Drive- Pedestrian Crossings

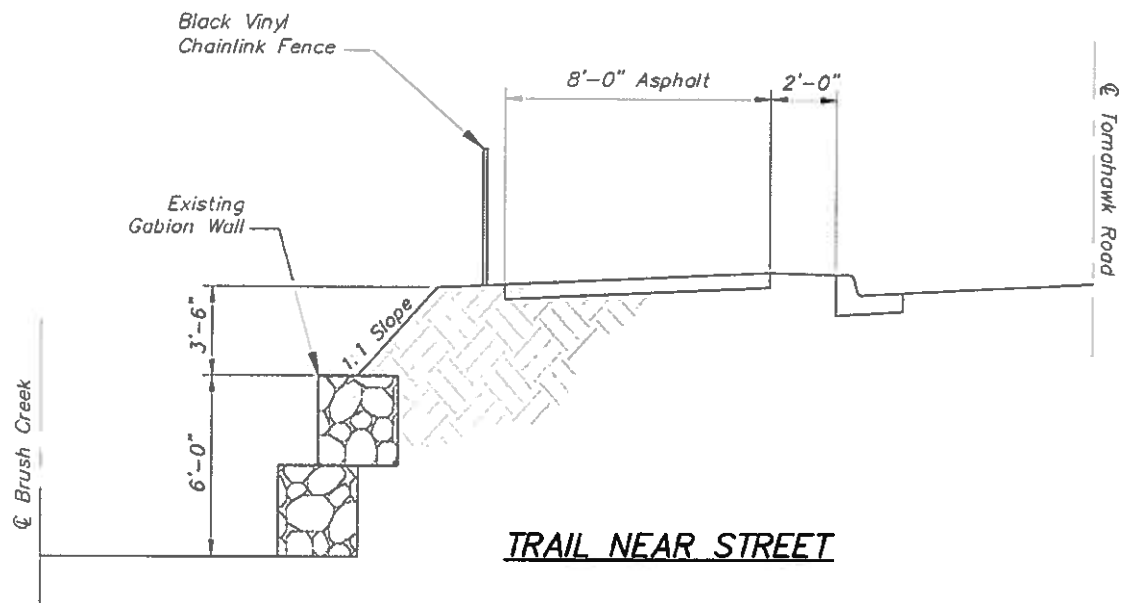
### **Other Constraints:**

Total Budget: \$200,000

Schedule: Complete in 2011









## Tomahawk Drive Trail Fence

### Other Options Not Evaluated

<u>Option</u>	<u>Reason(s)</u>
Split Rail Wood Fence	Repair or replace more frequently
Wrought Iron	Initial cost Maintenance costs- Paint
Fence on Top of Gabion "Wall"	Structural instability- Not a concrete retaining wall. Fence still has to be on slope

## **Fence Options**

- A) Existing Chain Link Fence**
- B) Remove Existing, No Fence**
- C) Remove Existing, Move Closer to Wall**
- D) Remove Existing, Install Round Rail at Current Location**
- E) Remove Existing, Install Round Rail with Chain Link Supplement at  
Current Location**

## **A. Existing Black Chain Link Fence**



**Description:** Black PVC coated chain link fence. Product is durable, forgiving, and meets all requirements for a barrier fence. It is 48 inches high meeting all requirements for a fence next to a trail. It is located about 18 inches from the edge of the trail.

**Current Local Installations:** This type of fence is common at schools. Prairie School has black chain link installed along 67<sup>th</sup> street. At Franklin Park the back stop is made of this material and the fence that separates the ball field from the nature play area is made of this as well.

**Safety Considerations:** This fence meets the AASHTO requirements of a protective fence. The new wider trail is significantly closer to steep slopes and the drop off to the channel than the original sidewalk located at the back of curb. Given the slopes and proximity of the

drop off, a higher level of safety was deemed to be necessary thus leading the design to this option.

Risk Analysis: As this fence meets the AASHTO standard for a protective fence it provides for the highest level of safety.

Additional Costs: \$ Zero

Estimated Life/ Replacement Cycle: 30 years

Anticipated Maintenance of Fence: This fence will require additional cleaning of debris that the fence will catch but costs for this effort would not be significant.

Capital Life Cycle Cost (30 years): \$22,000

PW Staff/ Consultant Recommendation: The fence as installed provides an adequate level of safety for the trail users. This option is also the least costly of the options at this point. The negative to some of the neighbors near the trail is related to the aesthetics of the black chain link fence in this corridor.

## **B. Remove Existing, No Fence**



**Description:** This option would remove the black PVC coated chain link fence. No fence would be installed, providing no protection from the adjacent slopes and the drop-off into the drainage channel.

**Current Local Installations:** There probably are locations where slopes and other hazards are not protected but locations are not known. A possible location of something similar could be the Columbia, MO example but our slopes and drop-off are significantly greater.

**Safety Considerations:** This option does not meet AASHTO guidelines. With this option a person could get off the trail and roll down the steep slopes and then fall 5 to 7 feet into the drainage channel. If the channel was flowing with storm water then a person could get swept down stream.

**Risk Analysis:** This option would not meet standards and the City would be taking on significant risk. This risk would be related to steep slopes

and the proximity of the drop-off. These are significant safety hazards. Placing the trail closer to the hazards without an intervening barrier would significantly increase the City's risk.

Additional Cost: \$ 3,000 for removal of the chain link fence

Estimated Life/ Replacement Cycle: None

Anticipated Maintenance of Fence: None

Capital Life Cycle Cost (30 years): \$ 25,000

PW Staff/ Consultant Recommendation: This option can't be supported by Public Works and Consultant and carries a **STRONG** recommendation not to select this option. Some communities do make decisions to accept increased risk but in this situation, for the reasons above, the liability in the event of an accident could be significant.



### **C. Remove Existing, Move Closer to Wall**



**Description:** This option would remove the black PVC coated chain link fence and relocate it closer to the channel wall.

**Current Local Installations:** There probably are locations where slopes and other hazards are not protected but specific locations are not known. This situation appears to be unique because we have steep slopes leading to the drop-off into the channel.

**Safety Considerations:** This option does not meet AASHTO guidelines for the fence locations where the slope is steep next to the trail. At the locations where the trail is adjacent to flatter slope it is only a few feet away from the drop-off into the channel.

**Risk Analysis:** This option would not meet standards and the City would be taking on significant risk. This risk would be related to steep slopes

directly adjacent to the trail and would be significant safety hazard. Placing the trail closer to the hazard without an intervening barrier would significantly increase the City's risk.

Additional Costs: \$ 3,000 for removal of the chain link fence.

\$ 7,000 for new posts and reinstall.

Estimated Life/ Replacement Cycle: 30 Years

Anticipated Maintenance of Fence: This fence will require additional cleaning of debris that the fence will catch but costs for this effort would be the same.

Capital Life Cycle Cost (30 years): \$ 32,000

PW Staff/ Consultant Recommendation: In the areas adjacent to the steep slope this option can't be supported by Public Works and our consultant. We STRONGLY recommend that this option not be selected. Some communities do make decisions to accept increased risk but in this situation for the reasons above the liability in the event of a problem would be significant. Where the fence is adjacent to flatter slopes the fence could be moved a few feet but this is not recommended since the view of the fence would remain basically the same.

**D. Remove Existing, Install Round Rail**  
**at Current Location**



**3 Rail Round Rail Fence**

**Description:** This option would remove the black PVC coated chain link fence and install a 3 Rail Round Rail Fence at the same location as the Black PVC coated chain link fence.

**Current Local Installations:** One application for Round Rail Fence is as a boundary fence for a park. The 3 Rail Round Rail Fence photo is of a fence recently installed in Black Hoof Park in Lenexa, Kansas. While this fence is adjacent to a trail it did not protect either steep slopes or a drop-off.

**Safety Considerations:** The new wider trail is significantly closer to steep slopes and the drop off to the channel than the original sidewalk located at the back of curb. Given the slopes and proximity of the drop off, a higher level of safety is needed. While the 3 Rail Round Rail Fence is not a barrier fence it would reduce safety concerns. An added concern with this option is the fence is very rigid and not as forgiving.

**Risk Analysis:** While not as good of a barrier as some fence types, it does provide an acceptable fence for this application.

**Additional Costs:** \$ 3,000 for removal of chain link fence

\$14,000 for Installation Round Rail Fence

**Estimated Life/ Replacement Cycle:** 15 Years

**Anticipated Maintenance of Fence:** Minimal cost to maintain this fence.

**Capital Life Cycle Cost (30 years):** 56,000

**PW Staff/ Consultant Recommendation:** This option will provide for an acceptable solution for the trail users and will provide for acceptable protection for the slopes and drop-off.

**E. Remove Existing, Install Round Rail  
with Chain Link Supplement  
at Current Location**



**Description:** This option would remove the black PVC coated chain link fence and install a 2 or 3 Rail Round Rail Fence with black PVC coated fence attached. The location of this fence would be at the same location as the Black PVC coated chain link fence. The existing chain link fence could be re-used with the wooden posts.

**Current Local Installations:** This fence is used when the appearance of a round rail fence is desired but more of a barrier fence is needed. The residential setting is common for this type of fence. A residence on the East side of Mission Road just north of 105<sup>th</sup> Street has chain link with Split Rail Fence.

**Safety Considerations:** This fence meets the AASHTO requirements of a protective fence. The new wider trail is significantly closer to steep slopes and the drop off to the channel than the original sidewalk located at the back of curb. Given the slopes and proximity of the drop off, a higher level of safety is needed and this option meets that higher level of safety.

**Risk Analysis:** As this fence meets the AASHTO standard for a protective fence it provides for the highest level of safety.

**Additional Cost:** \$ 3,000 for removal of current chain link fence  
\$ 17,000 for Installation Round Rail Fence with  
Chain Link Supplement

**Estimated Life/ Replacement Cycle:** 15 Years Wood, 30 Years Chain Link

**Anticipated Maintenance of Fence:** Minimal cost to maintain this fence.

**Capital Life Cycle Cost (30 years):** \$ 62,000

**PW Staff/ Consultant Recommendation:** This option will provide for an acceptable solution for the trail users and will provide for acceptable protection for the slopes and drop-off.

## Tomahawk Road- Summary of Trail Fence Options

	Option A	Option B	Option C	Option D	Option E
<b>Description</b>	Existing Black PVC Coated Chain Link Fence	Remove Existing , NO Fence	Remove Existing- Move Closer to wall	Remove Existing- Install Round Rail at Current Location	Remove Existing- Install Round Rail with Chain Link Supplement at Current Location
<b>Local Installation</b>	Schools- Prairie School	Possibly Columbia, MO	None known next to steep slopes.	Common in Parks as Boundary Fence	Residential setting is common. Mission Road North of 105th St. East side(Split Rail)
<b>Safety</b>	Addresses All Concerns	Does not meet guidelines	If moved next to steep slopes, it would not meet guidelines	Round Rail Fence is not a barrier fence but would reduce safety concerns.	Addresses All Concerns
<b>Risk</b>	Less Risk with this option	Assume greater risk since does not follow guidelines	Assume greater risk since does not follow guidelines	Less Risk with this option	Less Risk with this option
<b>Additional Cost</b>	\$0	\$3,000	\$10,000	\$17,000	\$20,000
<b>Expected Life</b>	30 Years	N/A	30 Years	15 Years	15 Years Wood and 30 Years Chain Link
<b>Fence Maintenance Costs</b>	All Options Equal	All Options Equal	All Options Equal	All Options Equal	All Options Equal
<b>Life Cycle Costs(30 Years)</b>	\$22,000	\$25,000	\$32,000	\$56,000	\$62,000
<b>PW/Consultant Recommend</b>	YES	NO	NO	YES	YES

## **Other Fence Issues**

1. **Maintenance of area around the fence-** The area is currently maintained but there is an understanding that there will be some additional work required in the area to keep it looking good. We have evaluated this effort and while it will take some effort it is not anticipated to be significant.
2. **New Landscaping-** New landscaping could be added in areas behind or at the ends of the fence to help with the overall aesthetics of the trail. Additional landscaping would require regular maintenance that we do not already provide in this area.



**MAYOR'S ANNOUNCEMENTS**  
**February 6, 2012**

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

Planning Commission	02/07/2012	7:00 p.m.
Park & Recreation Committee	02/08/2012	7:00 p.m.
JazzFest Committee	02/08/2012	7:30 p.m.
Sister City Committee	02/13/2012	7:00 p.m.
Arts Council	02/15/2012	7:00 p.m.
Council Committee of the Whole (Tuesday)	02/21/2012	6:00 p.m.
City Council (Tuesday)	02/21/2012	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a photography exhibit by Melinda Heaton in the R. G. Endres Gallery for the month of February. The artist reception will be held on February 10th from 6:30 to 7:30 p.m.

The City offices will be closed February 20<sup>th</sup> in observance of Presidents' Day. Deffenbaugh does not observe this holiday so pick-up will be as usual.

Large Item pick-up is scheduled for May 12<sup>th</sup> for homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street and May 19<sup>th</sup> for homes south of 75<sup>th</sup> Street.

**INFORMATIONAL ITEMS**  
**February 6, 2012**

1. Council Committee of the Whole Minutes - January 17, 2012
2. Planning Commission Agenda - February 7, 2012
3. Forfeiture Trust Fund 2011 Annual Report
4. Prairie Village / Mission Hills Final Crime Report for 2011
5. Mark Your Calendars

**COUNCIL COMMITTEE OF THE WHOLE**  
**January 17, 2012**

The Council Committee of the Whole met on Tuesday, January 17, 2012 at 6:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Mayor Ron Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, David Morrison, Diana Ewy Sharp and David Belz. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; David Waters representing the City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director, Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

**Discussion regarding 84<sup>th</sup> Street & Mission Road Comprehensive Plan Amendment**

Council President Dale Beckerman explained the Council Committee of the Whole functions as an advisory committee and cannot take any formal action. He announced that tonight's agenda item is an opportunity for the Council to address questions of staff and provide direction, but any action taken will not be binding. He also noted that committee meetings, although open to the public, do not have a public participation component. Due to the large number of people present, however, he will accept public comment until 6:30 p.m. at which time the committee will have its discussion. Mr. Beckerman called upon Assistant City Administrator Dennis Enslinger to present information on this item.

Dennis Enslinger stated there has not been a rezoning application filed for this property and no plan has been submitted for consideration by the City.

Upon the sale of the Mission Valley Middle School site in August of 2011, staff has been looking and working on the various options to complete a comprehensive plan amendment for the site and the surrounding area. The initial approach was to work with the new property owner, MVS, LLC represented by RED Brokerage, to conduct a joint planning process. While this joint process was initially determined to be the most desirable solution, RED determined that it would like the City to conduct the comprehensive plan amendment process solely as a City project.

The City has released an RFQ to select a public participation consultant and a land planning consultant to assist in the completion of the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment. A selection committee interviewed and selected Consensus as the public participation consultant and Confluence as the land planning consultant. Prior to bringing the contracts related to the consulting services to the City Council for consideration, staff is requesting the City Council determine if the City should continue with the comprehensive plan amendment process. Mr. Enslinger advised in developing the level of public engagement and land planning necessary for this size of comprehensive plan amendment, the estimated cost of services is higher than originally presented by staff. Originally, staff indicated the cost of services would be

approximately \$50,000. Based on the current negotiations with the selected firms, staff is estimating that the cost of the project to be between \$80,000 - \$90,000.

The City has a Comprehensive Plan that provides guidance and direction for the development of property within the City. The last Comprehensive Plan was completed in 2007 and looked at sites that were known or expected to have a possible change in use. These included the two main shopping centers, Somerset Elementary School, and the Meadowbrook Country Club property. At that time there was no indication the Mission Valley property would change ownership and/or use. Through the Comprehensive Plan process, the city gathers input from the community on their expectations of the best possible use of the land. This document provides guidance to both the Planning Commission and City Council in review of applications and to potential developers of property regarding what uses should be allowed.

In a review of a rezoning application, the action to be taken by the City is more reactionary. By state statute the City has 90 days to review the application. Formal meetings are held with input received on a specific plan and/or use for a property. This is not more than participatory open dialog on how the property should be developed, as it is in the comprehensive plan process, but reaction to a specific plan.

If the City does not amend its comprehensive plan, it will still have rezoning requests if the proposed use for the property is anything other than its current single family (R-1) zoning. What will be missing will be the direction as to how the city/community wants to see that land used. The Comprehensive Plan process is designed to ensure public engagement and discussion on the best use of land within the City. In the proposed process there will be small focus groups that will meet as well as larger open meetings.

Mr. Enslinger noted there is currently a project page on the city's website [pvkansas.com](http://pvkansas.com) that posts updates on what is occurring and on any meetings or action scheduled. The question before the City Council is whether or not to proceed with the issuance of contracts for the implementation of a comprehensive plan amendment process for the property bounded by Mission Road on the east, 83<sup>rd</sup> Street on the north; Somerset on the west and the school property boundary on the south.

Dennis Enslinger stated it is not the intention of this discussion to indicate that the City Council would approve a mixed use development as described in this memo. Should the City Council decide to move forward with the 84<sup>th</sup> Street and Mission Road Comprehensive Plan Amendment process, a combination of public participation, appropriate land planning, property owner desires, and community goals and objectives would be used to determine any recommendations on future redevelopment of the study area.

Dale Beckerman noted that RED is also requesting direction on the Council's view of a mixed use development and funding public incentives.

Dennis Enslinger noted that under the current zoning a special use permit request for an adult senior dwelling could be submitted. He feels it is critical from a planning

standpoint to view this property in a broader sense than solely the school property and thus, the area to be considered also includes the apartments to the west, office building and Corinth South properties.

Laura Wassmer asked if RED was not considering selling the property to Kansas City Christian School. Mr. Enslinger responded he does not know. His communication with RED has been that they intend to develop the property as a mixed use district including; retail, office and residential. Based on preliminary discussions, RED is looking at constructing a 25,000 sq. ft. specialty grocery store, approximately 50,000 sq. ft. of additional retail (restaurants and service oriented uses), 50,000 sq. ft. of office, and approximately 335,000 sq. ft. of continuum of care senior housing facility (250 beds).

Council President Dale Beckerman opened the meeting to public comment.

Whitney Kerr, Jr., 4020 West 86<sup>th</sup> Street, stated he did not feel the City needed an outside consultant regarding the use of the Mission Valley School property and expressed concern with the dismantling of educational facilities within the City, noting the high quality of education is one of the prime reasons residents purchase property in Prairie Village. He feels the Council has the opportunity to correct the action taken by the Shawnee Mission School District by retaining school use for this property. He views the study as the first step towards the commercial rezoning of this property. Mr. Kerr noted there are currently several vacant commercial properties in the City and questioned the need for more. He feels that a change to commercial rezoning of this property will negatively impact the value of his residential property and increase already heavy traffic on Mission Road.

Dr. Michael Lubbers, 9104 Buena Vista, spoke as a parent of children attending Kansas City Christian School. He noted if the zoning was changed and KCCS was not allowed the opportunity to purchase this property for their growing school, the City would eventually also lose their educational facility. The use of this site by KCCS would bring 750 students to this site with their families supporting Prairie Village retail establishments. Dr. Lubbers distributed individual letters to the Council members voicing his concerns.

Dale Beckerman responded the sale of this property to Kansas City Christian is solely between KCCS and the property owner.

Craig Satterlee, 8600 Mission Road, spoke on behalf of wife and neighbors Kent and Rhonda Gasaway, 8636 Mission Road. They felt no funds should be spent on a study, no rezoning should take place and no tax incentives should be given for the redevelopment of this property. Dr. Satterlee stated that any elected official with an actual or potential investment/financial relationship with the Red Development Group recuse themselves from any proceedings on this property.

Alyce Carmen, 8521 Delmar, asked that if change is to occur that ample citizen involvement be allowed and if not, that the Council remember that these are real families that will be directly impacted by whatever action is taken.

Joy Bauer, noted he doesn't live near the Mission Valley School, but feels that lots of money went into the upgrading of that facility and to have it torn down would be an atrocity.

An unidentified gentleman asked the Council to take ownership of their responsibilities as they vote on requests for rezoning of this property and for the granting of tax incentives.

David Lillard, 3607 West 84<sup>th</sup> Terrace, stated he would be disappointed if the city allowed this property to be commercially developed. He feels there is sufficient retail development within Prairie Village and that what the city needs is more green space. He would like to see this site maintained as green space, noting Prairie Village prides itself on its green space and excellent schools. Keep the space for the community and continue to involve the residents.

Nicky Hancock, 8417 Delmar Lane, expressed concern with traffic on Somerset if there is an entrance to the property from Somerset and the impact on the residential property values of the neighborhood.

Joan Carpenter, 8329 Reinhardt, expressed concern with the environmental impact of the redevelopment of this property particularly as it relates to flooding which is already a problem. She noted the current use of this open space for animals to run and children to play.

Council President Dale Beckerman closed public comment.

Charles Clark stated that by opposing the continuation of the planning process could act against the desired outcome of the residents. He noted if the planning process were halted, Red would be able to file an application and the Council would need to make a decision without hearing from the public on its desires for this property. The cost for the study is due to the large amount of community input opportunities in the process. If the City has to consider rezoning without a public plan in place, it limits the basis for denial of an application. Mr. Clark stated he felt the residents would be better served by have the planning process.

Michael Kelly stated if the residents are interested in seeing their investment protected the only legal basis to reject a rezoning requests is have a comprehensive plan in place for this area. The Golden Factors restrict what can be considered in approving or denying a zoning request. The amendment to the comprehensive plan would give the city more control of the development of this land and provide direction for the allowed land uses.

Ruth Hopkins stated in hindsight she wished that RED and KCCS could have come to an agreement on the sale of the property. She agrees with Mr. Clark and Mr. Kelly supporting moving forward on the amendment to the comprehensive plan to provide a basis on which to move forward.

David Morrison stated he fully supports a park or a school on that site, but stated he is a minority on the Council. He noted the City had the choice to purchase the property and decided not to pursue purchase. He will do everything to see that the property remains a school or green space. Continuing the planning process is the way to go and the public will have the ability to impact the comprehensive plan. City Council controls the zoning.

Al Herrera responded to Mr. Morrison's comment regarding the purchase of this property stating it was an economically based decision as the City did not have the funding to purchase and maintain the property. He doesn't feel RED and KCCS will come to an agreement and that the City needs to determine what the best use of that land is for the future for the entire city. If you go forward with the planning process, there will be opportunity for citizen involvement.

Diana Ewy Sharp stated that coming into the meeting she felt the best action was not to go forward with the planning process; however, after listening to comments from the residents and her colleagues she feels that going forward with the planning process will provide the best opportunity for the community to have input. She strongly urged the residents present to be very active and vocal in the process to make their voice heard. Mrs. Ewy Sharp noted that funding is available for the study with economic development funds that are designated for such actions.

A member of the public asked if RED were to sell the property would that change the comprehensive plan. Charles Clark responded it would depend on who purchased the property and how they wanted to use the land. He noted that under the existing zoning a special use permit could be requested for an adult senior dwelling facility.

Michael Kelly stated if the City does not move forward with the plan and an application was to come forward the City would have limited legal stance on which to deny the application. The Comprehensive Plan defines what type of use is allowed. He strongly supports the Comprehensive Plan as it is the City's statement on the use of land.

David Morrison stated the property needs to be zoned for only school and park uses. He felt money could have been taken out of the city reserves for the purchase of the property. Mr. Morrison stated he is opposed to the granting of any incentives for development.

A member of the public asked how the planning process would work.

Dennis Enslinger stated as the current scope of services is written there would be six focus groups made up of selected individuals and two large public meetings. He stressed the area being considered by the amendment is larger than just the Mission Valley School property. The area being considered includes the apartments to the west, the office buildings to the northwest and Corinth South to the north. He confirmed there were several property owners within that area including MVS, Tower Properties, CSN, LLC and condominium owners. According to the Johnson County land records the

Mission Valley is owned by MVS, LLC being represented by RED Development. The City does not know the make-up of the ownership group.

Hal Miller, 8407 Reinhardt, expressed concerns with increase flooding in the area. Charles Clark stated drainage will definitely be considered in the Comprehensive Plan review. He added the plan will address development over 25 to 30 years as businesses close or move.

Questions were raised by the public regarding the number of focus groups with the feeling voiced that there should be more. Mr. Enslinger responded 6 is the number that has been used for the budget. More groups are possible, but it would increase the costs explaining what was involved in the costs of the study. The planning process will list what the community would like to see on the entire site and prioritizes the identified uses. He noted any development on the Mission Valley School site will impact development on the adjacent properties. They must be considered as a unit.

There would not be any public forum meetings until after spring break. He added the City Council earlier placed a moratorium on the consideration of any rezoning requests until after completion of the study. Mr. Enslinger confirmed for a resident that RED had no involvement in the selection of the comprehensive plan consultants. The RFQ was created by city staff, interviews were conducted by a committee including council members, planning commission members and staff.

Whitney Kerr asked what assurances there were that their input would be reflected in the Comprehensive Plan. Mr. Enslinger stated he can only guarantee that residents will have a voice, it will be an open process with input being reported out. He cannot guarantee the outcome of the study. Residents will know who are on the focus groups. The purpose of the comprehensive plan is to express the community's vision of what would be an appropriate and desired uses for this land in the future. The scope of work is only looking at the identified parcels, not at the entire City. He noted the RFQ is available on the city's website.

A resident expressed thanks for the City's openness and willingness to listen to them and involve them in the process and to maintain open communication.

Dale Warman told the residents they could leave assured all 12 representatives on the Council are concerned about what is best for the entire city and not only for what directly impacts their ward.

Steve Noll stated the turnout at this meeting indicates that this is indeed something that needs serious consideration and will not be easily resolved. Funding is available in the Economic Development Fund and this study would be an appropriate use of those funds. He doesn't know the right number of focus groups but feels the number proposed is small.

Charles Clark stated it is important to know what the public wants before the City has to respond to a specific plan.



Dale Beckerman stated in regard to the questions from RED regarding the council's stance on the development of this property that will be answered through the informed planning process and a response at this time is inappropriate.

A resident from the public asked if there would be a traffic study conducted. Mr. Clark responded a traffic study would be addressed in the zoning process, not in the comprehensive plan.

David Waters, representing the city attorney, explained the levels of planning with the comprehensive plan being a broad general overview of the entire city. A specific application would be the middle level with a specific development plan for a property being on the surface level.

Michael Kelly asked the difference between a charette and a focus group. Mr. Enslinger responded a charette is a process. A workshop is a "charette" type of planning process as it brings input from focus groups together for further discussion. The process proposed for this study will be more specific than simply land uses. It may include scale and appearance of the development.

Quinn Bennion stated that based on the discussion, the staff will bring forth the agreement with the outside consultants for the study for Council action at the February 6<sup>th</sup> meeting.

Dennis Enslinger asked the Council for direction on his flexibility to alter the scope of the project based on the discussion and bring back alternatives for consideration such as more focus groups. The Council granted authority to pursue changes to the scope.

David Morrison stated he wanted more focus group representation from Ward 5 noting their substantial tax contribution to the city. Al Herrera responded Prairie Village is Prairie Village regardless of where the residents live.

Dale Beckerman noted the committee had not addressed incentives.

Steve Noll stated it was inappropriate given the process that is being undertaken to have that discussion at this time.

Mayor Shaffer stated there would be no Council action taken this evening, thanked the residents for attending and voicing their concerns and invited them to attend the February 6<sup>th</sup> meeting where action would be taken. He stated this process will be as transparent as possible and encouraged residents to contact Mr. Enslinger with any questions or concerns and to follow the information posted on the city's website.

Mr. Enslinger noted the moratorium established by the Council only addresses rezoning. If an application were submitted for a special use permit, it would be accepted. He then explained the process that would be followed in the consideration of a special use permit application.

A member of the public asked what incentives RED is pursuing. Mr. Enslinger responded the city has asked but has not been given a specific answer.

With no further business to come before the committee, Council President Dale Beckerman adjourned the meeting at 7:25 p.m.

Dale Beckerman  
Council President

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, FEBRUARY 7, 2012  
COUNCIL CHAMBERS  
7:00 P. M.**

**I. ROLL CALL**

**II. APPROVAL OF PC MINUTES - JANUARY 10, 2012**

**III. PUBLIC HEARINGS**

PC2012-01 Proposed Revisions to PVMC 19.50 "Alternate Energy Systems"  
with related changes to PVMC 19.02.510 "definitions" PVMC  
19.30.055D

Applicant: City of Prairie Village

PC2012-02 Proposed Amendment to the City's Comprehensive Plan reflecting  
changes to the Parks Master Plan

Applicant: City of Prairie Village

**IV. NON-PUBLIC HEARINGS**

PC2012-104 Monument Sign Approval  
4518 West 89<sup>th</sup> Street  
Zoning: C-2

Applicant: Chris Woody, Chris Woody Agency

**V. OTHER BUSINESS**

**VI. ADJOURNMENT**

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

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



# PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service"

Chief Wes Jordan



**DATE:** January 23, 2012  
**TO:** Mayor Shaffer and City Council Members  
**FROM:** Chief Wes Jordan *WJ 1/23/12*  
**SUBJECT:** FORFEITURE TRUST FUND 2011 ANNUAL REPORT

As per Council Policy No. 325, I am submitting the following annual report for the time period of January 1 through December 31, 2011.

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**SIU – 01-00-00-2117-000**

**Fund Total - January 1, 2011: \$43,754.73**

**Expenditures**

Buy Fund – 08/18/11	(3,500.00)
Guns – flashbangs, barricades, etc.	(772.32)
OMB Guns – vapor grenades/powder barricades	(690.22)
OMB Guns – single launcher/folding stock	(1,029.50)
City of Shawnee – Northwestern University School of Police Staff and Command (2 slots – Sgts. Byron Roberson and Myron Ward)	(7,200.00)
US Fleet Tracking – GPS tracking system	(1,716.00)
Vermillion Morrison LLC	
forfeiture – 2002 Odyssey (Goodson)	(526.23)
forfeiture – 1995 Accord (Pena)	(487.23)

**Revenue**

Interest – January	16.15
Drug Tax Distribution	1,737.00
Purple Wave – auction of seized assets	5,600.00
Restitution – State vs. Ivan Oldenburg – 12/28/10	179.00
Restitution – State vs. Jacob Pratt – 01/06/11	92.00
Restitution – State vs. Kathleen Robinson	75.00
Interest – February	18.23
Restitution – State vs. Melisa Scott	289.00
Restitution – State vs. Nathaniel Jones	33.00
Restitution – State vs. Nathaniel Jones	50.00

(continued)

**FORFEITURE TRUST FUND 2011 ANNUAL REPORT**

January 23, 2012

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Interest – March	14.89
Restitution – State vs. Christopher Thomas	153.00
Restitution – State vs. Kathleen Robinson	514.38
Restitution – State vs. Clarence Jones	63.00
Restitution – State vs. Helen Spears	100.00
Restitution – State vs. Clarence Jones	137.00
Restitution – State vs. Nathaniel Jones	20.00
Interest – April	5.53
Restitution – State vs. Ivan Oldenburg	174.00
Drug Tax Distribution	1,095.41
Restitution – State vs. Charles Haupt	6.57
Restitution – State vs. Charles Haupt	2.53
Restitution – State vs. Charles Haupt	2.87
Interest – May	5.73
Restitution – State vs. Sara White	9.50
Restitution – State vs. Charles Haupt	3.03
Restitution – State vs. Charles Haupt	3.38
Restitution – State vs. Charles Haupt	3.38
Restitution – State vs. Sara White	20.00
Restitution – State vs. Jeffrey Peve	175.00
Interest – June	.17
Restitution – State vs. Nathaniel Jones	20.00
Restitution – State vs. Charles Haupt	3.18
Restitution – State vs. Charles Haupt	2.68
Restitution – State vs. Sara White	25.00
Restitution – State vs. Charles Haupt	2.68
Restitution – State vs. Charles Haupt	2.10
Restitution – State vs. Lisa Pence	25.02
Restitution – State vs. Charles Haupt	1.30
Restitution – State vs. Charles Haupt	.53
Restitution – State vs. Nathaniel Jones	20.00
Interest – July	.37
Restitution – State vs. Nathan Littler	89.50
Restitution – State vs. Nathan Littler	100.00
Interest – August	1.57
Restitution – State vs. Nathaniel Jones	20.00
Drug Tax Distribution	2,568.57
Restitution – State vs. Nicholas Roudebush	39.50
Restitution – State vs. Sara White	20.50
Restitution – State vs. Thomas Summers	280.00
Restitution – State vs. Nathan Littler	100.00

(continued)

FORFEITURE TRUST FUND 2011 ANNUAL REPORT

January 23, 2012

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Interest – September	3.58
Restitution – State vs. Nathan Littler	90.50
Interest – October	3.89
Restitution – State vs. Nicholas Roudebush	50.00
Restitution – State vs. Adrian Leapheart	15.94
Restitution – State vs. Johnathan Russell	87.00
Restitution – State vs. Nathaniel Jones	507.00
Restitution – State vs. Anthony Alaniz	85.00
Restitution – State vs. Jarred Whiteman	39.50
Restitution – State vs. Adrian Leapheart	29.07
Interest – November	.72
Drug Tax Distribution	1,701.84
Restitution – State vs. Anthony Alaniz	295.00
Interest – December	.93
Restitution – State vs. Jacob Pratt	25.00
<b>FUND BALANCE - December 31, 2011:</b>	<b>\$44,689.45</b>

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**Department – 01-00-00-2118-000**

**Fund Total - January 1, 2011: \$21,389.73**

**Expenditures**

CIRT team purchase (outfit new team member)	(1,658.53)
Digital Ally (CIRT team body camera-records audio/video)	(1,610.00)
Training Meals – 9 weeks x \$15 a day – Northwestern Staff and	(1,350.00)
Command School – Sgts. Byron Roberson and Myron Ward	
Ka-Comm (equip Citizens on Patrol vehicle)	(877.70)
StopTech (stop sticks)	(2,419.10)
StopTech (stop sticks training kit)	(266.90)

**Revenue**

Interest – January	7.87
Restitution – State vs. Nicholas Ecker	104.23
Interest – February	7.57
Interest – March	6.06
Interest – April	2.20
Interest – May	1.93
Interest – June	.06

(continued)

FORFEITURE TRUST FUND 2011 ANNUAL REPORT

January 23, 2012

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Interest – July	.13
Interest – August	.64
Interest – September	1.41
Interest – October	1.51
Interest – November	.25
Interest – December	.28
<b>FUND BALANCE - December 31, 2011:</b>	<b>\$13,341.64</b>

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**Federal Equitable Sharing Reserve – 01-00-00-2119-000**

**Fund Total - January 1, 2011: \$467.93**

**Expenditures**

none - 0 -

**Revenue**

Interest – January	.17
Interest – February	.16
Interest – March	.13
Interest – April	.05
Interest – May	.05
Interest – June	.00
Interest – July	.00
Interest – August	.02
Interest – September	.04
Interest – October	.04
Interest – November	.01
Interest – December	.01
<b>FUND BALANCE - December 31, 2011:</b>	<b>\$468.61</b>

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**FORFEITURE TRUST FUND BALANCE: \$58,499.70**

WLJ:jlw

cc: Accounting

**PRAIRIE VILLAGE - MISSION HILLS  
FINAL CRIME REPORT - 2011**

<b>CRIME</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>AVERAGE</b>	<b>2011 +/- AVG</b>
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	3	3	4	4	3.20	0.80
Robbery	2	5	7	1	6	4.20	1.80
Assault	70	84	80	110	82	85.20	-3.20
Burglary	45	88	102	80	67	76.40	-9.40
Residence	32	81	80	71	63	65.40	-2.40
Business/ Miscellaneous	13	7	22	9	4	11.00	-7.00
Theft	179	243	289	297	276	256.80	19.20
Auto Theft	34	26	18	20	18	23.20	-5.20
Arson	9	8	3	5	5	6.00	-1.00
Forgery	19	9	21	6	9	12.80	-3.80
Fraud	4	6	11	22	21	12.80	8.20
Criminal Damage	95	88	156	262	170	154.20	15.80
Sexual Offenses	7	7	1	12	12	7.80	4.20
<b>TOTAL</b>	<b>466</b>	<b>567</b>	<b>691</b>	<b>819</b>	<b>670</b>	<b>642.60</b>	<b>27.40</b>

<b>ACCIDENTS</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>AVERAGE</b>	<b>2011 +/- AVG</b>
Fatal	0	0	0	1	2	0.60	1.40
Street - Injury	28	26	25	35	26	28.00	-2.00
Street - Property + \$1,000*	379	364	274	290	301	321.60	-20.60
Street - Property - \$1,000*	49	48	39	64	65	53.00	12.00
Private - Injury	0	0	0	4	0	0.80	-0.80
Private - Property	94	91	60	86	90	84.20	5.80
Walk-In - Property	65	56	46	51	55	54.60	0.40
<b>TOTAL</b>	<b>615</b>	<b>585</b>	<b>444</b>	<b>531</b>	<b>539</b>	<b>542.80</b>	<b>-3.80</b>

<b>MENTAL HEALTH</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>AVERAGE</b>	<b>2011 +/- AVG</b>
Suicide					2		
Attempted Suicide					13		
Involuntary Committal					23		
Voluntary Committal					12		
All Other Mental Health					65		
<b>TOTAL</b>					<b>115</b>		

<b>TOTAL CALLS</b>	<b>11,323</b>	<b>10,487</b>	<b>10,146</b>	<b>9,014</b>	<b>8,163</b>	<b>9,826.60</b>	<b>-1,663.60</b>
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## PRAIRIE VILLAGE FINAL CRIME REPORT - 2011

CRIME	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	3	2	3	4	2.80	1.20
Robbery	2	5	6	1	6	4.00	2.00
Assault	69	74	73	105	79	80.00	-1.00
Burglary	37	73	87	77	62	67.20	-5.20
Residence	24	66	68	68	58	56.80	1.20
Business/Miscellaneous	13	7	19	9	4	10.40	-6.40
Theft	154	194	236	273	230	217.40	12.60
Auto Theft	30	22	16	18	17	20.60	-3.60
Arson	8	8	3	5	5	5.80	-0.80
Forgery	19	9	21	6	9	12.80	-3.80
Fraud	4	6	11	21	20	12.40	7.60
Criminal Damage	85	74	129	243	145	135.20	9.80
Sexual Offenses	7	7	1	12	12	7.80	4.20
<b>TOTAL</b>	<b>417</b>	<b>475</b>	<b>585</b>	<b>764</b>	<b>589</b>	<b>566.00</b>	<b>23.00</b>

ACCIDENTS	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Fatal	0	0	0	1	2	0.60	1.40
Street - Injury	25	24	22	32	24	25.40	-1.40
Street - Property + \$1,000*	352	323	244	266	277	292.40	-15.40
Street - Property - \$1,000*	42	47	38	49	58	46.80	11.20
Private - Injury	0	0	0	4	0	0.80	-0.80
Private - Property	94	86	58	83	87	81.60	5.40
Walk-In Property	58	50	46	47	55	51.20	3.80
<b>TOTAL</b>	<b>571</b>	<b>530</b>	<b>408</b>	<b>482</b>	<b>503</b>	<b>498.80</b>	<b>4.20</b>

MENTAL HEALTH	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Suicide					2		
Attempted Suicide					13		
Involuntary Committal					19		
Voluntary Committal					12		
All Other Mental Health					62		
<b>TOTAL</b>					<b>108</b>		

<b>TOTAL CALLS</b>	<b>9,511</b>	<b>8,580</b>	<b>8,442</b>	<b>7,450</b>	<b>6,721</b>	<b>8,140.80</b>	<b>-1,419.80</b>
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## MISSION HILLS FINAL CRIME REPORT - 2011

CRIME	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	1	1	0	0.40	-0.40
Robbery	0	0	1	0	0	0.20	-0.20
Assault	1	10	7	5	3	5.20	-2.20
Burglary	8	15	15	3	5	9.20	-4.20
Residence	8	15	12	3	5	8.60	-3.60
Business/Miscellaneous	0	0	3	0	0	0.60	-0.60
Theft	25	49	53	24	46	39.40	6.60
Auto Theft	4	4	2	2	1	2.60	-1.60
Arson	1	0	0	0	0	0.20	-0.20
Forgery	0	0	0	0	0	0.00	0.00
Fraud	0	0	0	1	1	0.40	0.60
Criminal Damage	10	14	27	19	25	19.00	6.00
Sexual Offenses	0	0	0	0	0	0.00	0.00
<b>TOTAL</b>	<b>49</b>	<b>92</b>	<b>106</b>	<b>55</b>	<b>81</b>	<b>76.60</b>	<b>4.40</b>

ACCIDENTS	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	3	2	3	3	2	2.60	-0.60
Street - Property + \$1,000*	27	41	30	24	24	29.20	-5.20
Street - Property - \$1,000*	7	1	1	15	7	6.20	0.80
Private - Injury	0	0	0	0	0	0.00	0.00
Private - Property	0	5	2	3	3	2.60	0.40
Walk-In - Property	7	6	0	4	0	3.40	-3.40
<b>TOTAL</b>	<b>44</b>	<b>55</b>	<b>36</b>	<b>49</b>	<b>36</b>	<b>44.00</b>	<b>-8.00</b>

MENTAL HEALTH	2007	2008	2009	2010	2011	AVERAGE	2011 +/- AVG
Suicide					0		
Attempted Suicide					0		
Involuntary Committal					4		
Voluntary Committal					0		
All Other Mental Health					3		
<b>TOTAL</b>					<b>7</b>		

<b>TOTAL CALLS</b>	<b>1,812</b>	<b>1,907</b>	<b>1,704</b>	<b>1,564</b>	<b>1,442</b>	<b>1,685.80</b>	<b>-243.80</b>
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**Council Members  
Mark Your Calendars  
February 6, 2012**

<b>February 2012</b>	Melinda Heaton photography exhibit in the R. G. Endres Gallery
February 6	City Council Meeting
February 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
February 20	City offices closed in observance of Presidents' Day
February 21 (Tues.)	City Council Meeting
<b>March 2012</b>	Fred Mullett printmaking exhibit in the R. G. Endres Gallery
March 5	City Council Meeting
March 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
March 19	City Council Meeting
<b>April 2012</b>	Shawnee Mission East Art Faculty exhibit in the R. G. Endres Gallery
April 2	City Council Meeting
April 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
April 16	City Council Meeting
<b>May 2012</b>	
May 7	City Council Meeting
May 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 21	City Council Meeting
May 28	City offices closed in observance of Memorial Day
<b>June 2012</b>	Senior Arts Council exhibit in the R. G. Endres Gallery
June 4	City Council Meeting
June 8	Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.
June 18	City Council Meeting
<b>July 2012</b>	Anna Dorrance / Mark Higgins / Anna Nye photography exhibit in the R. G. Endres Gallery
July 2	City Council Meeting
July 4	VillageFest
July 4	City offices closed in observance of Independence Day
July 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 16	City Council Meeting
<b>August 2012</b>	
August 6	City Council Meeting
August 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 20	City Council Meeting
<b>September 2012</b>	Ukrainian - Sister City exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 4(Tues.)	City Council Meeting
September 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
<b>October 2012</b>	State of the Arts Exhibit in the R. G. Endres Gallery
October 1	City Council Meeting
October 12	Artist reception in the R. G. Endres Gallery 6:30 - 8:30 p.m.
October 15	City Council Meeting

**November 2012** Greater Kansas City Art Association  
November 5 City Council Meeting  
November 9 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
November 19 City Council Meeting  
November 22 City offices closed in observance of Thanksgiving  
November 23 City offices closed in observance of Thanksgiving

**December 2012** Eileen McCoy oils exhibit in the R. G. Endres Gallery  
December 3 City Council Meeting  
December 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
December 17 City Council Meeting  
December 25 City offices closed in observance of Christmas