

# CITY OF PRAIRIE VILLAGE

January 7, 2013

Council Committee Meeting 6:00 pm

City Council Meeting 7:30 pm



**COUNCIL COMMITTEE OF THE WHOLE  
Council Chambers  
January 07, 2013  
6:00 PM**

**AGENDA**

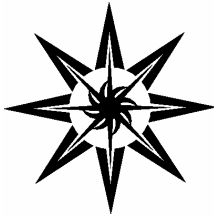
**CHARLES CLARK, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

- \*COU2013-01 Consider Design Agreement with Affinis Corporation for the Design of the 2013 CARS Project, the 2013 Paving Program and the 2012 Drainage Project  
Keith Bredehoeft
  
  - COU2013-02 Consider Overland Park request to Microsurface and Chip Seal additional Border Streets in 2013  
Keith Bredehoeft
  
  - \*COU2013-03 Discussion regarding recently revised Right-of-Way Permit & Inspection Fees and Drainage Permit & Inspection Fees  
Quinn Bennion
- Discussion regarding naming of public facilities

**EXECUTIVE SESSION**

**\*Council Action Requested the same night**



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: January 7, 2012  
Council Meeting Date: January 7, 2012

**\*COU2013-01: CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2013 CARS PROJECT, THE 2013 PAVING PROGRAM, AND THE 2012 DRAINAGE PROJECT.**

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### RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2013 CARS Project, the 2013 Paving Program, and the 2012 Drainage Project in the amount of \$135,765.00.

### BACKGROUND

Affinis Corporation is the City's current design consultant and this agreement is for the design of the 2013 CARS Project, the 2013 Paving program, and the 2013 Drainage Project. Affinis has been our design consultant for the last few years and has performed very well. Affinis has already completed preliminary design for 6 streets under the 2011 Bond Project that did not end up being a part of that construction project therefore it was logical to use Affinis again for our design consultant. Public Works plans to request proposals for our drainage design consultant in 2013 and for our street design consultant in 2014.

CIP Funding amounts for the above projects is as follows-

2013 CARS Project(SODR0003)-	\$879,000.00
2013 Paving Program(PAVP2013)-	\$2,036,355.00
2012 Drainage Project(DRAIN12x)-	\$526,870.00

Total- \$3,442,225.00

These projects are included in the City's CIP.

Construction is anticipated to begin in late Spring 2013.

### FUNDING SOURCE

Funding will come from the following CIP projects.

2013 CARS Project(SODR0003)  
2013 Paving Program(PAVP2012)  
2012 Drainage Project(DRAIN12x).

### RELATED TO VILLAGE VISION

*CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

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

*TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

**ATTACHMENTS**

1. Design Agreement with Affinis

**PREPARED BY**

Keith Bredehoeft, Project Manager

January 2, 2012

**AGREEMENT FOR PROFESSIONAL ENGINEER**

For

**DESIGN SERVICES**

Of

**PROJECT PAVP2013- 2013 PAVING PROGRAM  
PROJECT SODR0003- 2013 CARS PROJECT  
PROJECT DRAIN12x- 2012 STORM DRAINAGE REPAIR PROJECT**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "**City**", and Affinis Corp, a corporation with offices at 7401 West 129<sup>th</sup> Street, Suite 110 Overland Park, KS, 66213 hereinafter called the "**Consultant**".

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2013 Paving Program, the 2013 CARS Project, and the 2012 Storm Drainage Repair Project hereinafter called the "**Project**",

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

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

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

**1. CITY RESPONSIBILITIES**

- 1.1. The City has designated the Project Manager, Keith Bredehoeft, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant's services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded the 2013 Paving Project with this proposed list of streets:
  - 1.6.1. Linden Lane (83<sup>rd</sup> Terrace to 85<sup>th</sup> Street) - mill & overlay with concrete repair
  - 1.6.2. 78<sup>th</sup> Street (Nall Avenue to Tomahawk Road) - mill & overlay with concrete repair
  - 1.6.3. 64<sup>th</sup> Street (Hodges Drive to 64<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 1.6.4. 72<sup>nd</sup> Terrace (Mission Road to Village Drive) - mill & overlay with concrete repair
  - 1.6.5. 76<sup>th</sup> Street (Roe Avenue to Briar Street) - mill & overlay with concrete repair
  - 1.6.6. 84<sup>th</sup> Street (Fontana Road to Roe Avenue) - full reconstruction
  - 1.6.7. 66<sup>th</sup> Terrace (66<sup>th</sup> Street to Roe Avenue) - mill & overlay with concrete repair
  - 1.6.8. Delmar Street (75<sup>th</sup> Street to 79<sup>th</sup> Street) - full reconstruction
  - 1.6.9. Linden Lane (70<sup>th</sup> Terrace to 71<sup>st</sup> Terrace) - mill & overlay only
  - 1.6.10. 70<sup>th</sup> Terrace (Roe Avenue to Tomahawk Road) - mill & overlay only
  - 1.6.11. 63<sup>rd</sup> Street (Roe Avenue to Mission Road) - mill & overlay with concrete repair
  - 1.6.12. Canterbury Drive (Windsor Street to 74<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 1.6.13. Allowance for additional half mile of mill & overlay with concrete repair
- 1.7. The City has funded the 2013 CARS Project with this street:
  - 1.7.1. Somerset Drive (Reinhardt Lane to Belinder Drive) - mill & overlay with concrete repair.
- 1.8. The City has funded the 2012 Storm Drainage Repair Project with:
  - 1.8.1. 63<sup>rd</sup> Street (Roe Avenue to Delmar Drive) - CMP replacement
  - 1.8.2. 71<sup>st</sup> Street and Tomahawk Drive - Concrete channel repair.
  - 1.8.3. 10 storm inlet replacements at multiple locations.

## **2. CONSULTANT RESPONSIBILITIES**

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

## **3. SCOPE OF SERVICES**

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

- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
- 3.2.2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
- 3.2.3. Schedule and attend utility coordination meeting. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved.
- 3.2.4. Conduct field reconnaissance to evaluate and identify:
  - 3.2.4.1. Design issues.
  - 3.2.4.2. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
  - 3.2.4.3. Need for drainage improvements.
  - 3.2.4.4. Need for full depth pavement repairs.
  - 3.2.4.5. Need for sidewalk replacement.
  - 3.2.4.6. Location for new sidewalk.
  - 3.2.4.7. Need for curb and gutter replacement.
  - 3.2.4.8. Need for and limits of driveway replacement.
  - 3.2.4.9. Need for which type of ADA ramps.
  - 3.2.4.10. Utility locations and conflicts.
  - 3.2.4.11. Tree conflicts.
- 3.2.5. Perform topographic survey of identified project locations. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.2.6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
- 3.2.7. Determine drainage improvements after consultation with City.
- 3.2.8. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
- 3.2.9. Identify location of bench marks and section markers.
- 3.2.10. Prepare preliminary construction plans (60%).
- 3.2.11. Prepare a project title sheet.
- 3.2.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
- 3.2.13. Prepare plan sheets for street improvements showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
- 3.2.14. Prepare typical sections.
- 3.2.15. Prepare cross sections for streets with a detailed topographic survey. Cross-sections are for information only and will not be included in the bid documents.

- 3.2.16. Prepare a detail plan showing City details drawings and other special details pertinent to the project.
- 3.2.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
- 3.2.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.2.19. Present one set (one full size and one half size) of preliminary (60% completion) construction plans for City review that include:
  - 3.2.19.1. Cover sheet
  - 3.2.19.2. Typical sections
  - 3.2.19.3. Plan and profile for streets to be reconstructed. Profiles will only be provided in areas where a topographic survey has been performed.
  - 3.2.19.4. Plan for streets to be milled and overlaid.
  - 3.2.19.5. Plan and profile for drainage improvements.
  - 3.2.19.6. Plan and profile for new sidewalk construction. Profiles will only be provided in areas where a topographic survey has been performed.
- 3.2.20. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
- 3.2.21. Conduct a field check with City.
- 3.2.22. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
- 3.2.23. Attend and prepare minutes of project meetings (3) and disperse the minutes to City representative and all other attendees within five working days.
- 3.2.24. Provide one hard copy and electronic copy of any report or drawing. Provide files of the plans or drawings in PDF Format.

### **3.3. Final Design Phase**

- 3.3.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans.
- 3.3.2. Present final project manual for City review.
- 3.3.3. Present one half size set of final design plans and specifications for City review.
- 3.3.4. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.3.5. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
- 3.3.6. Prepare a final opinion of probable construction cost.
- 3.3.7. Prepare one bid package using the City's standard documents for the Street Paving, CARS, and Strom Drainage Repair Projects.



- 3.3.8. Attend and prepare minutes of project meetings (2) and disperse to City representative and all other attendees within five working days.
- 3.3.9. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

#### **3.4. Bidding Phase**

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

#### **3.5. Construction Services Phase**

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

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

#### **4. TIME SCHEDULE**

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

Design Phase	Due by March 15, 2012
Bid Advertisement Date	April 9, 2012
Letting Date	May 3, 2012

#### **5. COMPENSATION**

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

Preliminary Design Phase	
Paving Project	Fee \$ <u>33,805.00</u>
CARS Project	Fee \$ <u>8,000.00</u>
Storm Drainage Repair Project	Fee \$ <u>21,270.00</u>
Total Maximum Fee for Preliminary Design Phase	\$ <u>63,075.00</u>

Final Design Phase	
Paving Project	Fee \$ <u>22,890.00</u>
CARS Project	Fee \$ <u>5,000.00</u>
Storm Drainage Repair Project	Fee \$ <u>19,215.00</u>
Total Maximum Fee for Final Design Phase	\$ <u>47,105.00</u>
Bidding Phase	
Paving Project	Fee \$ <u>8,845.00</u>
CARS Project	Fee \$ <u>2,500.00</u>
Total Maximum Fee for Bidding Phase	\$ <u>11,345.00</u>
Construction Services Phase	
Paving Project	Fee \$ <u>11,740.00</u>
CARS Project	Fee \$ <u>2,500.00</u>
Total Maximum Fee for Construction Services Phase	\$ <u>14,240.00</u>
<b>Total Fee</b>	<b>\$ <u>135,765.00</u></b>

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

## 6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 **Insurance:**

6.4.1 The Consultant 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; (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 owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. 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.

6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.4 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

- 6.4.5 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant 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
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **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.

**6.11 Successors and Assigns:**

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

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

**City:**

City of Prairie Village, Kansas

By:

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

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

**Consultant:**

Affinis Corp

By

Richard A. Worrel, P.E., Principal

Address for giving notices:

Affinis Corp  
7401 West 129<sup>th</sup> Street, Suite 110  
Overland Park, KS 66213

Telephone: 913-239-1100

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Catherine Logan, City Attorney



**PROJECT ESTIMATING SHEET**  
**2013 Street Paving & CARS Programs**  
**Prairie Village, Kansas**

Revised Date: 12/19/2012

Made By: KEL/CMS/ALR

	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	ADMIN. SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	SURVEY CREW ONE PERSON	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL COST	TOTAL FEE
Tasks	\$200.00	\$185.00	\$155.00	\$145.00	\$130.00	\$95.00	\$85.00	\$80.00	\$70.00	\$70.00	\$130.00	\$85.00	\$80.00	\$105.00				
<b>PRELIMINARY DESIGN PHASE</b>																		
<b>FIELD WORK</b>																		
Startup meeting		2			2										\$630			\$630
Review existing information					4	4									\$900			\$900
Utility coordination					8	8	8								\$2,480			\$2,480
Field Reconnaissance		8			8	4	12								\$3,920			\$3,920
Field survey (topo)					2										\$260			\$260
AIMS mapping					1		1								\$215			\$215
Storm drainage		4			4	4	8	8							\$2,960			\$2,960
Existing pavement markings					4			8							\$1,160			\$1,160
Horiz. & Vert. Control; Topo											4	8	16		\$2,480			\$2,480
<b>PRELIMINARY PLANS</b>																		
Cover Sheet								2							\$160			\$160
Site plans					2			2							\$420			\$420
Plan/profile sheets	2	4			8	8	20	52							\$8,800			\$8,800
Typical sections							4	4							\$660			\$660
Details					2		4	12							\$1,560			\$1,560
Traffic control & pavement marking plan		2			2			8							\$1,270			\$1,270
Erosion Control Plans/SWPPP															\$0			\$0
Preliminary plan (60%) submittal to City							4								\$340			\$340
Preliminary plan (60%) submittal to Utilities					2		4		2						\$740			\$740
Field Check (All w/City)		8			8		8	8							\$3,840			\$3,840
Public Meeting (1 for CARS)															\$0			\$0
OPCC (+15%)		2			4	4	14	4							\$2,780			\$2,780
QC/QA	2	8													\$1,880			\$1,880
Project Meetings (Monthly) & documentation (assume 3)		8			8		8		2						\$3,340			\$3,340
Deliverables (hard copy & PDF)							2		2						\$310			\$310
																Mileage	\$200.00	\$200
																Repro./Delivery	\$500.00	\$500
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL HOURS</b>	4	46	0	0	69	32	97	108	0	6	4	8	16	0				
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$8,510	\$0	\$0	\$8,970	\$3,040	\$8,245	\$8,640	\$0	\$420	\$520	\$680	\$1,280	\$0	\$41,105		\$700.00	<b>\$41,805</b>
<b>FINAL DESIGN PHASE</b>																		
<b>FINAL PLANS</b>																		
Final design documents		2			8	8	12	24							\$5,110			\$5,110
Project manual		2			4	4				2					\$1,410			\$1,410
Final plan (90%) submittal to City							4								\$340			\$340
Final plan (90%) submittal to Utilities							4			4					\$620			\$620
Utility coordination & meetings (assume 3)		6			16	8	16	8							\$5,950			\$5,950
OPCC		2			4	2	10	4							\$2,250			\$2,250
QC/QA	2	8													\$1,880			\$1,880
Prepare bid documents (all)	2	8			24	8	8		8						\$7,000			\$7,000
Project Meetings (Monthly) & documentation (assume 2)		4			8		6								\$2,290			\$2,290
Deliverables (hard copy & PDF)							4								\$340			\$340
																Mileage	\$200.00	\$200
																Repro./Delivery	\$500.00	\$500
<b>FINAL DESIGN PHASE - SUBTOTAL HOURS</b>	4	32	0	0	64	30	64	36	0	14	0	0	0	0				
<b>FINAL DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$5,920	\$0	\$0	\$8,320	\$2,850	\$5,440	\$2,880	\$0	\$980	\$0	\$0	\$0	\$0	\$27,190		\$700.00	<b>\$27,890</b>





**PROJECT ESTIMATING SHEET**  
**2013 Street Paving & CARS Programs**  
**Prairie Village, Kansas**

Revised Date: 12/19/2012

Made By: KEL/CMS/ALR

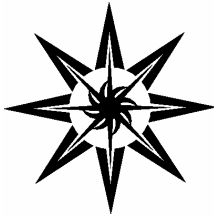
	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	ADMIN. SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	SURVEY CREW ONE PERSON	LABOR COSTS	OTHER DIRECT COSTS		TOTAL
Tasks	\$200.00	\$185.00	\$155.00	\$145.00	\$130.00	\$95.00	\$85.00	\$80.00	\$70.00	\$70.00	\$130.00	\$85.00	\$80.00	\$105.00				
<b>BIDDING PHASE</b>																		
Notice to bidders										1					\$70			\$70
Distribute notice to bidders										2					\$140			\$140
Provide bidding documents to printer							4								\$340			\$340
Bid plan submittal to Utilities										1					\$70			\$70
Pre-bid Meeting & documentation		2			2					2					\$770			\$770
Addenda & consultation	2	8			16		24			6					\$6,420			\$6,420
Engineer's estimate					1	1	2								\$395			\$395
Bid opening					2		2								\$430			\$430
Bid tabulation					2					2					\$400			\$400
Prepare construction contracts & documents					2					4					\$540			\$540
Deliverables (hard copy & PDF)					2		2			2					\$570			\$570
																Mileage	\$200.00	\$200
																Repro./Delivery	\$1,000.00	\$1,000
<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	10	0	0	27	1	34	0	0	20	0	0	0	0				
<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$1,850	\$0	\$0	\$3,510	\$95	\$2,890	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$10,145		\$1,200.00	<b>\$11,345</b>
<b>CONSTRUCTION SERVICES PHASE</b>																		
Preconstruction meeting & documentation		2			4					2					\$1,030			\$1,030
Periodic construction consultation		4			24	8									\$4,620			\$4,620
Shop drawing review		2			8	8	8								\$2,850			\$2,850
Plan revisions							16								\$1,360			\$1,360
Record drawings		2			2		16								\$1,990			\$1,990
Deliverables (hard copy & PDF)							2			2					\$310			\$310
Progress meeting (4)		4			8										\$1,780			\$1,780
																Mileage	\$100.00	\$100
																Repro./Delivery	\$200.00	\$200
<b>CONST. SERVICES PHASE - SUBTOTAL HOURS</b>	0	14	0	0	46	16	42	0	0	4	0	0	0	0				
<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>	\$0	\$2,590	\$0	\$0	\$5,980	\$1,520	\$3,570	\$0	\$0	\$280	\$0	\$0	\$0	\$0	\$13,940		\$300.00	<b>\$14,240</b>
															\$13,940			
<b>Grand Total</b>																		<b>\$95,280</b>



**Scope of Services Fee  
City of Prairie Village, Kansas  
2012 Storm Drainage Repair Program**

Date: 12/31/2012  
Client: Prairie Village  
Project: 2012 Storm  
Made By: CMS/RLU

																	DIRECT EXPENSES		TOTAL
Tasks	Principal	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Intern Engineer (IE)	Design Tech. I	CADD Tech. II	CADD Tech. I	Land Surveyor II	Land Surveyor I	Survey Crew Member II	Survey Crew Member I	Survey Crew One Person	LABOR COSTS	ITEM	COST	FEE	
<b>I</b>	<b>Preliminary Design</b>																		
1.01	<b>Data Collection:</b>																		
A.		1			1					1					\$ 445.00			\$ 445.00	
B.												16			\$ 1,280.00			\$ 1,280.00	
C.										2		64			\$ 5,380.00	Mileage	\$ 100.00	\$ 5,480.00	
C.										24		80			\$ 9,520.00	Mileage	\$ 100.00	\$ 9,620.00	
D.		1			1					4					\$ 835.00			\$ 835.00	
E.										4	32				\$ 3,240.00			\$ 3,240.00	
F.											2				\$ 170.00			\$ 170.00	
																Repro	\$ 200.00	\$ 200.00	
	Task I - Subtotal Hours	0	2	0	0	2	0	0	0	35	34	160	0	0					
	Task I - Subtotal Fee	\$0.00	\$370.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00	\$4,550.00	\$2,890.00	\$12,800.00	\$0.00	\$0.00	\$ 20,870.00		\$ 400.00	\$ 21,270.00	
<b>II</b>	<b>Design</b>																		
2.01	<b>Construction documents</b>																		
A.															\$ -			\$ -	
B.							2								\$ 170.00			\$ 170.00	
C.					12	8	30	32							\$ 7,430.00			\$ 7,430.00	
D.					2										\$ 260.00			\$ 260.00	
E.		2			16	8	4								\$ 3,550.00			\$ 3,550.00	
F.					8	5									\$ 1,515.00			\$ 1,515.00	
G.					1			4							\$ 450.00			\$ 450.00	
H.				4				6							\$ 1,060.00			\$ 1,060.00	
I.				2	4		2	6							\$ 1,460.00			\$ 1,460.00	
J.					2	2	2	4							\$ 940.00			\$ 940.00	
K.															\$ -			\$ -	
L.					6		2	2							\$ 1,110.00			\$ 1,110.00	
M.		4					2	2							\$ 1,070.00			\$ 1,070.00	
	7 sets of construction documents															Repro	\$ 200.00	\$ 200.00	
	Task II - Subtotal Hours	0	6	0	6	51	23	44	56	0	0	0	0	0					
	Task II - Subtotal Fee	\$0.00	\$1,110.00	\$0.00	\$870.00	\$6,630.00	\$2,185.00	\$3,740.00	\$4,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 19,015.00		\$ 200.00	\$ 19,215.00	
<b>III</b>	<b>Bidding &amp; Construction Services</b>																		
3.01	<b>Bidding Services</b>																		
A.															\$ -			\$ -	
B.															\$ -			\$ -	
C.															\$ -			\$ -	
D.															\$ -			\$ -	
3.02	<b>Assist Client with Construction services</b>																		
A.															\$ -			\$ -	
B.															\$ -			\$ -	
C.															\$ -			\$ -	
	Task III - Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0					
	Task III - Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -		\$ -	\$ -	
	<b>Total Hours</b>	0	8	0	6	53	23	44	56	0	35	34	160	0	0				
	<b>Total Fee</b>	\$0	\$1,480	\$0	\$870	\$6,890	\$2,185	\$3,740	\$4,480	\$0	\$4,550	\$2,890	\$12,800	\$0	\$0	\$39,885	\$ 600.00	\$ 40,485.00	



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: January 7, 2013

Council Meeting Date: January 22, 2013

### COU2013-02: CONSIDER OVERLAND PARK REQUEST TO MICROSURFACE AND CHIP SEAL ADDITIONAL BORDER STREETS IN 2013.

#### RECOMMENDATION

Move to approve the request of Overland Park to add Microsurface and Chip Seal Streets in 2013.

#### BACKGROUND

Just prior to the end of 2012 Overland Park approached Public Works to see if we wanted to add additional Microsurfacing and Chip Seals on border streets in 2013. As Overland Park was preparing bid documents for their 2013 Microsurface and Chip Seal project the border streets listed below were selected as streets in need of this preventative maintenance. There are two streets where it made logical sense to extend the work to past the City boundary to an ending point where part would be 100% a Prairie Village cost. Below is a summary of these streets and approximate costs.

<u>List of streets</u>	<u>Shared Cost (50% PV)</u>	<u>Cost to Extend in PV (100% PV)</u>
Nall Avenue(Micro- 67 <sup>th</sup> to 75 <sup>th</sup> )	\$35,000	\$24,000(69 <sup>th</sup> to 71 <sup>st</sup> )
95 <sup>th</sup> Street(Micro- Mission to Nall)	\$51,000	
Lamar Avenue(Chip- 75 <sup>th</sup> to 83 <sup>rd</sup> )	\$13,000	\$26,000(75 <sup>th</sup> to 78 <sup>th</sup> )
83 <sup>rd</sup> Street(Chip- Nall to Lamar)	\$10,000	

**Total Approximate Cost to Prairie Village- \$159,000**

Public Works agrees that these streets are good candidates for preventative maintenance but we did not plan for this work in 2013. It is proposed that the funds to pay for the cost of this work come from the 2013 City Contingency Fund. If all these streets were completed then all but a few residential border streets with Overland Park would have been worked on the last few years and would therefore not need additional work in the near future.

If approved, the actual transfer of funds and the interlocal agreement with Overland Park, with costs based on bid quantities, will be brought back to Council for approval.

#### Other Options-

- 1- Fund using the 2013 Paving Program. Currently funded at \$2,036,355.00. This option would result in less streets being fully rehabilitated in 2013.
- 2- Defer until 2014 and include work with the 2014 Budget.

## **FUNDING SOURCE**

No funding is requested at this time.

## **RELATION TO VILLAGE VISION**

*CFS3A      Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

## **ATTACHMENTS**

1.      Map of Streets for Preventative Maintenance

## **PREPARED BY**

Keith Bredehoeft, Project Manager

January 2, 2012



**LEGEND OF SYMBOLS**

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

**Microsurface**  
SCALE IN FEET

**100% PV**

- 6500
- 6400
- 6300
- 6100
- 6000
- 5800
- 5700
- 5600

**100% PV**

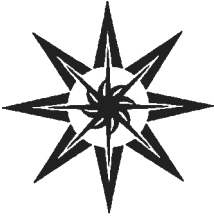
**Chip Seal**

**Microsurface**

**STREET INDEX**

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





## COUNCIL COMMITTEE MEETING

Council Committee Meeting Date: January 7, 2013

Council Meeting Date: January 7, 2013

**\*COU2013-03: Discussion regarding recently revised Right-of-Way permit & inspection fees and Drainage permit & inspection fees**

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### SUGGESTED MOTION

Move that the revised Right-of-Way and Drainage fees approved on November 5, 2012, be suspended and the 2012 fees be used until further review.

### STAFF RECOMMENDATION

City Administrator recommends the revised fees be suspended. It is also recommended that Council take action at the January 7<sup>th</sup> meeting prior to permits being issued. Public Works staff will review, research and recommend fee changes at a future meeting.

### BACKGROUND

Public Work Director presented a request to increase the Right-of-Way and Drainage permit and inspection fees. The purpose of the increase is to align the permit fee closer to the cost of providing the associated service. Franchise fee collections were not considered part of the revenue equation when recommending the fee increases.

#### Summary of fees - 2012 to 2013:

##### 2012 fees

\$70 = Right-of-Way permit and inspection fee

\$70 = Drainage permit and inspection fee

##### 2013 fees - approved by Council in Nov. 2012

\$175 = Right-of-Way permit and inspection fee

\$125 = Drainage permit and inspection fee

##### 2013 fees as planned to be implemented by Public Works

\$175 = Right-of-Way permit and inspection fee (commercial)

\$110 = Right-of-Way permit and inspection fee (residential)

\$125 = Drainage permit and inspection fee

City Administrator recommends the fees be suspended (and 2012 rates be reestablished) for the following reasons:

- Public Works staff was not consulted in the final development of the fees including the PW Inspector in charge of administering the process and inspections.
- The fee was modified after approval by City Council in November. Unknown to the City Administrator and City Council, the Right-of-Way Permit fee was reduced to \$110 for residential properties.
- Franchise fee revenues were not considered as part of the revenue equation when computing the cost of providing the services.

Public Works staff will review the current fees, consult neighboring cities, consult utility entities and propose a revised fee structure for Council approval at a later date.

#### **ATTACHMENTS**

- Agenda forms and background regarding the fee increases - October 15, 2012 Committee

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Prepared By:

Quinn Bennion

City Administrator

Date: January 4, 2013





## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 15, 2012  
Council Meeting Date: November 5, 2012

**COU2012-44: CONSIDER REVISION TO CITY'S FEE SCHEDULE - DRAINAGE PERMIT APPLICATION AND INSPECTION FEE**

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### RECOMMENDATION

Staff recommends the City Council approve an increase in the Drainage Permit application and inspection fee to no more than \$ 250.00, effective January 1, 2013.

### BACKGROUND

The City of Prairie Village established a drainage permit application and inspection program in 2001. The primary purposes of this program are to monitor and inspect proposed changes which impact the City's drainage system and to establish a fee to offset the City's expenses for this activity. Activities which are typically reviewed include redevelopment projects, significant changes to property grades and new swimming pools.

In 2011 the City reviewed 47 drainage permits. Each permit involves a series of inspections including pre-construction, construction in progress and post construction. The current fee is \$70.00 for each application and the fee was most recently revised in 2008.

Chapter 14, Article 2 (Stormwater Management) of the Municipal Code provides the official background for the City's interest in this area. Section 218 describes the requirements for drainage permits and Section 236 explains the inspection fee.

City Council Policy CP056 (Financial Management Policies), Section V. A. 2. C. User Fees describes the City's policy on this aspect of this subject. The Cost of service subsection states

*"The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees."*





The attached sheet shows the results of an analysis of 2011 costs. The average total City cost for each permit that year was \$250.66. Most of the costs are for staff time, so small increases in this figure would be expected for 2012 and 2013. In 2011 this sub-program ran a "deficit" or was subsidized by other General Fund revenues by a little less than \$8500. It is estimated that the deficit or subsidy for 2012 will be almost \$9300.

In order to meet the goal of the City Council policy, I recommend an increase in the right of way permit application and inspection fee to no more than \$250.00, effective January 1, 2013. Market factors do not appear to be a significant factor in this type of fee. Council may wish to consider the public benefit and other policy factors relating to the underlying activity and its regulation.

#### **FUNDING SOURCE**

If the fee is increased to \$250.00, effective January 1, 2013, it is estimated that City revenue for this sub-program would increase by approximately \$9,000 in 2013.

#### **ATTACHMENTS**

City Council Policy CP056 (Financial Management Policies), page 2 (Revenue Policies - User Fees)

2012 Analysis of Drainage Permits Costs and Fees

#### **PREPARED BY**

Bruce McNabb, Director of Public Works

Date: October 9, 2012



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 15, 2012

Council Meeting Date: November 5, 2012

### COU2012-44: CONSIDER REVISION TO CITY'S FEE SCHEDULE - RIGHT OF WAY PERMIT APPLICATION AND INSPECTION FEE

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#### RECOMMENDATION

Staff recommends the City Council approve an increase in the Right of Way Permit application and inspection fee to no more than \$ 175.00, effective January 1, 2013.

#### BACKGROUND

The City of Prairie Village established a right of way permit application and inspection program in 2000. The primary purposes of this program are to regulate the number, type and quality of facilities that are installed in City rights of way (primarily City streets) and to establish a fee to offset the City's expenses for this activity.

In 2010 and 2011, 71% of the permit applications came from utility companies, with Water One having the most. The second largest group of applications (24%) came from changes in commercial and residential driveway approaches and aprons.

The City received an annual average of 865 permit applications during 2010 and 2011. The processing of each application includes a series of reviews and inspections. The current fee is \$70.00 for each application and the fee was most recently revised in 2008.

Chapter 13, Article 5 (Right of Way Management) of the Municipal Code describes the City's regulation of these activities. The permit requirements begin at Section 515. Section 518 states that the permit fee will be recommended by the Public Works Director and approved by the Governing Body.

City Council Policy CP056 (Financial Management Policies), Section V. A. 2. C. User Fees describes the City's policy on this aspect of this subject. The Cost of service subsection states

*"The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees."*

The attached sheet shows the results of an analysis of 2011 costs. The average total City cost for each permit that year was \$171.74. Most of the costs are for staff time, so small increases in this figure would be expected for 2012 and 2013. In 2011 this sub-program ran a "deficit" or was subsidized by other General Fund revenues by \$26,955. It is estimated that the deficit or subsidy for 2012 will be approximately \$23,625, based on a smaller number of permits.

In order to meet the goal of the City Council policy, I recommend an increase in the right of way permit application and inspection fee to no more than \$175.00, effective January 1, 2013. Market factors do not appear to be a significant factor in this type of fee. Council may wish to consider the public benefit and other policy factors relating to the underlying activity and its regulation.

#### **FUNDING SOURCE**

If the fee is increased to \$175.00 effective January 1, 2013, it is estimated that City revenue for this sub-program would increase by approximately \$26,000 in 2013.

#### **RELATION TO VILLAGE VISION**

*CC1 Attractive Environment*

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

#### **ATTACHMENTS**

City Council Policy CP056 (Financial Management Policies), page 2 (Revenue Policies - User Fees)

2012 Analysis of Right of Way Permits Costs and Fees

#### **PREPARED BY**

Bruce McNabb, Director of Public Works

Date: October 9, 2012

## CP056 - Financial Management Policies

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- The City Administrator and Finance Director will review monthly and quarterly expenditure reports to determine adherence to the approved budget. Department Managers shall have primary responsibility for insuring compliance with their approved departmental budget. If the City Administrator or Finance Director find an expenditure which constitutes a significant deviation (an unbudgeted impact of more than \$5,000 on a particular budget category) from the approved expenditure plan or approved budget, the department head will be asked to prepare an amended departmental budget an/or expenditure plan to accompany the appropriations ordinance for review by the Governing Body.
  - City Department Managers shall have primary responsibility for insuring compliance to approved departmental budget and expenditure plans.
- f.) Financial reports.
- Monthly expenditure reports will be prepared for Department Managers at the end of each month to enable them to meet their budget goals and to enable the City Administrator and Finance Director to monitor and control the budget.
  - Summary financial reports will be presented to the Governing Body quarterly.
- g.) Service levels. The City will attempt to maintain essential service levels. Changes in service levels will be governed by the following policies:
- h.1.) Budget process. The annual budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new ongoing programs made outside the annual process must substantiate the need for the new program.
  - h.2.) Personnel expenses. Requests for additional personnel should meet program initiatives and policy directives after service needs have been thoroughly documented or it is substantiated that the new employee will result in increased revenue or enhanced operating efficiencies.
2. Revenue Policies
- The objective of the revenue policies is to ensure that funding for public programs is derived from a fair, equitable and adequate resource base, while minimizing tax differential burdens. The City will keep the revenue system as simple as possible by avoiding nuisance taxes, fees or charges only as a revenue source.
- a.) Revenue structure. The City will maintain a diversified and stable revenue system to shelter programs from short-term fluctuations in any single revenue source.
- b.) Sources of services financing. Services which have a city-wide benefit will be financed with revenue sources which are generated from a broad base, such as property taxes and state aids. Services where the customer determines the use shall be financed with user fees, charges and assessments directly related to the level of service provided.
- c.) User fees. The City will maximize the utilization of user charges in lieu of general revenue sources for services that can be individually identified and where the costs are directly related to the level of service:
- Cost of service. The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees.
  - Policy and market considerations. The City will also consider policy objectives and market rates and charges levied by other public and private organizations for similar services when fees and charges are established.
  - Annual review. The City will review fees and charges annually, and will make appropriate modifications to ensure that charges grow at a rate which keeps pace with the cost of efficiently providing the service.
  - Non-resident charges. Where practical or legally allowable, user fees and other appropriate charges shall be levied for activities or facilities in which non-residents participate in order to relieve the burden on City residents. Non-resident fees shall be structured at market levels.
  - Internal service fees. When interdepartmental charges are used to finance internal functions, charges shall reflect full costs; indirect expenses shall be included where practical.
- d.) License Fees. The City will establish license fees at levels which reflect full administrative costs, to the extent legally allowable.
- e.) Fines. Levels of fines shall be requested according to various considerations, including legal guidelines, deterrent effect, and administrative costs. Because the purpose of monetary penalties against those violating City ordinances is to deter continuing or future offenses, the City will not request any increase in fine amounts with the singular purpose of revenue enhancement.

Annual Public Works Permits Analysis -- 2012

Right of Way Permits

Current Fee: \$70 (2008)

Proposed 2013 Fee: \$ 175

Final Fee: \$ \_\_\_\_\_

Effective Date: January 1, 2013 (recommended)

2011 Costs (per permit):

Operating (1)	-
Direct (2)	\$107.98
Indirect (3)	63.76
Capital (4)	-
Total	<u>\$ 171.74</u>

	<u>2011</u> <u>Actual</u>	<u>2012</u> <u>Estimated</u>
Number of Permits	274	225
Total Costs	\$ 47,057	\$ 39,375
Annual Revenues	<u>\$ 20,102</u>	<u>\$ 15,750</u>
Annual Deficit/ Subsidy	\$ 26,955	\$ 23,625

- (1) Not significant
- (2) 2 year (2010/2011) average hours & 2011 average costs including fringe benefits and vehicle use
- (3) Includes time for Inspector, supervision and office building maintenance
- (4) None

5/23/2012

COPY

**Annual Public Works Permits Analysis -- 2012**

**Drainage Permits**

Current Fee: \$70

Proposed 2013 Fee: \$ 250

Final Fee: \$ \_\_\_\_\_

Effective Date: January 1, 2013 (recommended)

**2011 Costs (per permit):**

Operating (1)	-
Direct (2)	\$176.84
Indirect (3)	73.82
Capital (4)	-
<b>Total</b>	<u>\$ 250.66</u>

- (1) Not significant
- (2) 2 year (2010/2011) average hours & 2011 average costs including fringe benefits and vehicle use
- (3) Includes time for Inspector, supervision and office building maintenance
- (4) None

	<u>2011 Actual</u>	<u>2012 Estimated</u>
Number of Permits	47	50
Total Costs	\$ 11,781	\$ 12,784
Annual Revenues	<u>\$ 3,290</u>	<u>\$ 3,500</u>
Annual Deficit/ Subsidy	\$ 8,491	\$ 9,284

5/23/2012

**COPY**

Charles Clark noted that any change made would not have an effect on pending actions under consideration such as the Prairie Village Shopping Center Improvements and noted the Mission Valley property owners may file before the ordinance is adopted.

Laura Wassmer stated she was supportive of the proposed change as it formalizes what the City already tells its developers - that they have to have public input and participation.

David Morrison asked if there is not application on file at this time, can the City institute a moratorium on accepting applications in order to consider adoption of the proposed provision of a protest petition. Mrs. Logan responded that it could be done. Mayor Shaffer closed public participation at 8 p.m.

### **CONSENT AGENDA**

Charles Clark moved the approval of the Consent Agenda for November 5, 2012:

1. Approve Regular Council Meeting Minutes - October 15, 2012
2. Ratify the Mayor's appointments of Art Weeks, Truss Tyson and Leslie Robbins to the Prairie Village Arts Council with their terms expiring in April 2013, April 2014 and April 2015 respectively.
3. Approve Construction Change Order #1 (Final) with Cohorst Enterprises, Inc. for Project 190725: 2011 Drainage Program
4. Approve the Supporting Organization Agreement with the Prairie Village Municipal Foundation
5. Approve an increase in the Right-of-Way Permit Application and Inspection Fee to \$175.00 effective January 1, 2013
6. Approve an increase in the Drainage Permit Application and Inspection fee to \$125 effective January 1, 2013

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Morehead, Clark, Morrison, Odell and Belz.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
January 07, 2013  
7:30 PM**

- 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 - December 17, 2012
- 2.        Approve the contract with The New Theatre Restaurant for the Annual Employee Appreciation Event
- 3.        Ratify the Mayor's appointment of Mary English to the Environment/Recycle Committee with her term expiring in April, 2015.

- VI.       **MAYOR'S REPORT**
- VII.       **COMMITTEE REPORTS**

**Council Committee of the Whole**

Consider contract with Great Plains SPCA for animal care services

Consider Amendment to Ordinance 2-131 - Animal Control and Regulation

COU2013-01   Consider Design Agreement with Affinis Corporation for the Design of the 2013 CARS Project, the 2013 Paving Program and the 2012 Drainage Project

COU2013-03   Discussion regarding recently revised Right-of-Way Permit & Inspection Fees and Drainage Permit & Inspection Fees

- VIII.       **STAFF REPORTS**



**IX. OLD BUSINESS**

Consider Final Plat for PV Shopping Center - Applicant has requested deferral to February 4th

**X. NEW BUSINESS**

Request by Jazz Fest Committee - Jack Shearer

**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 385-4616, no later than 48 hours prior to the beginning of the meeting.**

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**January 7, 2013**

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

The City Council of Prairie Village, Kansas, met in regular session on Monday, December 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: Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Laura Wassmer, Brooke Morehead, Charles Clark, David Morrison, Ted Odell and David Belz.

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

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

**PUBLIC PARTICIPATION**

No one was present to address the Council.

**CONSENT AGENDA**

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

1. Approve the Regular Council Meeting Minutes - December 3, 2012
2. Approve Claims Ordinance 2902
3. Approve the extension of the lease with Imagequest for three multi-functional copier/scanner/fax/printer units for the administration area and support for all administration printers

4. Approve entering into a lease agreement with the MidAmerica Regional Council (MARC) to place microwave equipment on the City's existing cell tower for use in the Patriot #911 Phone System
5. Adopt Ordinance 2267 amending Section 1-401, entitled "Personnel Policies and Guidelines" of Article 4, entitled "Personnel Policy and Employee Benefits" of Chapter 1, entitled "Administration of the Municipal code of the City of Prairie Village, Kansas
6. Ratify the Mayor's appointment of Julie Flanagan to the Prairie Village Arts Council filling an unexpired term until April, 2015

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wassmer, Morehead, Clark, Odell and Belz; "nay" Morrison.

### **MAYOR'S REPORT**

Mayor Shaffer reported he attended the following events on behalf of the City: Lathrop & Gage Legislator Breakfast, UMKC Open House, Wyandotte & Johnson County Mayors' Holiday Party, United Community Services annual meeting; Mission Hills holiday luncheon, Jody Craig Retirement reception at MARC, Mike Scanlon retirement reception from the City of Mission, Shop with a Cop event, Employee Holiday luncheon, DARE graduations at Prairie & Belinder Elementary Schools, Greater Kansas City Chamber meeting and the Mayor's Holiday Volunteer Appreciation event.

Ruth Hopkins commented on the excellent Gingerbread House event sponsored by the Municipal Foundation on December 9<sup>th</sup>.

### **COMMITTEE REPORT**

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

#### **COU2012-52 Consider City Hall and Public Works Entrance Signs**

Keith Bredehoeft reviewed the existing signage and the proposed signs for the two sites. The Planning Commission has recommended that the R. G. Endres Gallery be included on the

City Hall sign as it is currently. Laura Wassmer expressed her support for identifying the gallery on the sign if room was available.

Michael Kelly asked what process was followed in naming the public works facility and the gallery. Laura Wassmer noted the arts council recommended the gallery be designated the Endres Gallery in recognition of the Mr. Endres' leadership and involvement in the development of the gallery and to the Arts Council.

Ruth Hopkins confirmed that the building would be known as City Hall not the "Municipal Building" and that the signage on the building would need to be changed. Ms. Wassmer confirmed the sign would be double sided and the lettering would be white on a grey background similar to the other signs throughout the City. Mayor Shaffer noted this will complete the upgrade of all city property identification signs.

Keith Bredehoeft stated the estimated cost for the City Hall sign is \$12,000 and the Public Works sign is \$5,000 with excess funds to be used for lighting.

On behalf of the Council Committee of the Whole, Charles Clark moved the City Council approve the construction of new entrance signs and City Hall and Public Works and the approval of funding up to \$20,000 from the City General Contingency Fund. The motion was seconded by Laura Wassmer and passed by a vote of 10 to 1 with David Morrison voting in opposition.

COU2012-55 Consider approval of Memorandum of Understanding with Johnson County for the implementation of a joint notification system with Johnson County, WaterOne and other cities and approval of participation agreement

On behalf of the Council Committee of the Whole, Charles Clark moved the City Council approve the Memorandum of Understanding with Johnson County and an Agreement to

Participate in the Memorandum of Understanding for use of the Countywide Mass Notification System. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2012-59 Consider Bids for Project P5003: 2012 Bridge Repairs, Mission Road Bridge Polymer Concrete

On behalf of the Council Committee of the Whole, Charles Clark moved the City Council accept the bid of and award the contract to Wildcat Concrete Overlay for Project P5003 - 2012 Bridge Repairs, Mission Road Bridge Polymer Concrete Overlay in the amount of \$49,400.00 and if needed, the transfer of \$30,000 from the City General Contingency Fund to Project P5003: 2012 Bridge Repairs Program. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2012-60 Consider Project CONC2012: 2012 Concrete Repair Program - Construction Change Order #1 (Final)

On behalf of the Council Committee of the Whole, Charles Clark moved the City Council approve Construction Change Order #1 (Final) with White and Son's Construction for Project CONC2012 - 2012 Concrete Repair Program for an increase of \$63,005.17 bringing the final contract amount to \$758,005.17. The motion was seconded by Ruth Hopkins and passed unanimously.

COU2012-56 Consider Resolution No. 2012-03 providing for the Reallocation of Proceeds of the Series 2011-A Bond Issue

On behalf of the Council Committee of the Whole, Charles Clark moved the City Council adopt Resolution No. 2012-03 providing for the reallocation of project costs to be financed with the proceeds of the City of Prairie Village, Kansas' General Obligation Refunding and Improvement Bonds, Series 2011-A. The motion was seconded by Ruth Hopkins and passed unanimously.

## **Community Center Committee**

David Belz reported the Community Center Committee had their final meeting last week viewing the final report and presentation of the recommendation from 360 Architecture. Since the study came out from the Parks Master Plan, the report will first be presented to the Park & Recreation Committee at their next meeting on January 9<sup>th</sup> for their recommendation coming forward to the City Council at the Tuesday, January 22<sup>nd</sup> meeting. No action will be taken on the plan until February.

Michael Kelly questioned the presentation before the Parks & Recreation Committee. Mr. Belz reviewed the history of the appointment of the ad hoc committee. It is not a subcommittee of the Park & Recreation Committee, but was generated by the recommendation in the Parks Master Plan. Charles Clark noted the responsibility of the ad hoc committee was to gather and coordinate the information and study. It is the responsibility of the Park & Recreation Committee to advocate for the recommendation if they so choose.

## **Planning Commission**

### **PC2012-09 Consider Proposed Revisions to Zoning Regulations adding Chapter 19.25**

Dennis Enslinger reported the City has been looking at ways to assist homes associations with potential issues that arise with the construction of additions and new homes within existing residential. The City has already implemented a process for notifying homes associations of projects which will significantly alter the exterior of a structure or add additional square footage.

Council members Michael Kelly, Laura Wassmer and Dale Warman have also been working with the City's Homes Association Committee to develop other methods to assist homes associations with these issues. An outgrowth of this work has been the idea of a

conservation overlay district which would address design issues within a specific neighborhood.

On December 4, 2012, the Planning Commission held a public hearing on the proposed text amendment that sets forth the criteria for the establishment of neighborhood conservation overlay districts, use of development/design standards and the appeal process. Mr. Enslinger noted the process allows for the Planning Commission, Governing Body or at least 51% of the property owners within a proposed area to initiate the establishment of a district. He then reviewed the process, criteria and appeal. The Countryside East Homes Association has been working with staff over the past three years and is ready to initiate this process.

Mr. Enslinger noted the proposed language establishes the process and does not represent a particular or proposed conservation overlay district. He does not see this process being used throughout the City, but in a few neighborhoods. Staff sees the district identifying major components with smaller issues such as pools and fences, etc. already being addressed in most homes association deed restrictions.

Laura Wassmer asked if this sets specific neighborhood design standards within an identified area. Mr. Enslinger responded the level of regulation depends on what the homes association wants. The City's zoning regulations establish basic guidelines throughout the City; the overlay district could further address design issues such as number of stories, etc.

Ruth Hopkins asked if the City has adequate staff to assist with and regulate this process. Mr. Enslinger noted for Countryside East the board developed the majority of the guidelines with staff serving in an advisory capacity. He noted the Planning Commission raised the same question and asked if there would be a fee for these staff services, which would be a decision of the City Council. Regarding time taken for enforcement it will depend



on the level of restrictions set out by the overlay district. The review of the proposed Countryside East guidelines will only add one additional item for review by the Building Official.

Laura Wassmer stated she is generally supportive of such action; however, she felt the Council must also consider what is best in the long term for the City. Do we want the City to look the same 50 years from now? Mr. Enslinger replied this process does not affect redevelopment. He sees most districts being initiated by Homes Association. Mr. Odell felt the proposed process is good and will assist with keeping the integrity of neighborhoods.

Dale Warman provided history on the process they have undertaken in the development of their proposed conservation overlay district. He views this as the City working with the Homes Association toward the same goal of improving Prairie Village neighborhoods.

Dale Warman moved the Governing Body adopt Ordinance 2266 adding Chapter 19.25 entitled "Overlay Zoning District". The motion was seconded by Michael Kelly,

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wassmer, Morehead, Clark, Morrison, Odell and Belz.

**Consider Initiation of the Countryside East Neighborhood Overlay District and Direct the Planning Commission to Set the Public Hearing for consideration**

Dennis Enslinger stated the proposed Countryside East Neighborhood Conservation Overlay District meets the minimum criteria for establishment. Therefore, it is staff recommendation that the Council initiates consideration of the District and direct the Planning Commission to set a public hearing for consideration of the District.

Brooke Morehead moved the Governing Body initiate the Countryside East Neighborhood Overlay District pursuant to Chapter 19.25 of the Prairie Village Municipal Code and direct the Planning Commission to set a public hearing for its consideration. The motion was seconded by Dale Warman and passed unanimously.

## **STAFF REPORTS**

### **Public Safety**

- Captain Wes Lovett advised the Council that the City's existing contract for professional animal care services with Animal Medical Center will expire on December 31, 2012. He has been investigating other providers for these services. Staff feels based on the current services provided and costs, these services can be provided at a lower cost by Great Plains (formerly Animal Haven) at 67<sup>th</sup> & I-35 which is open on Saturdays and Sundays and is a no kill facility. Captain Lovett noted they have a 96% adoption rate and if an animal is picked up by its owner, there is no fee charged to the City.
- Chief Jordan provided an update on school security efforts in Johnson County. Laura Wassmer asked how the cuts in mental health services and the changes in gun control impact this. Chief Jordan reviewed the services currently available.
- The "Shop with a Cop" event went very well with 14 children participating. He thanked the Municipal Foundation for its support of the event.

### **Administration**

- Quinn Bennion noted that among the legislative items staff is following is the trade fixtures bill that will impact city revenue received.

## **OLD BUSINESS**

### **Report on Use of Outside Consultants in the Development Review Process**

Dennis Enslinger reviewed the use of outside consultants in the City's development review process. The City has always utilized outside consultants to assist in the development review process due to the limited expertise and time constraints of City staff. Prior to 2009, the City used a Planning Consultant to assist in the review of planning and zoning regulations for all applications. In 2009, staff began conducting the planning and zoning analysis for projects which involved residential property and Prairie Village residents.

In addition to the general review by the Planning Consultant, outside consultants are often also used, particularly on commercial and/or larger scale projects, to conduct or analyze drainage and traffic studies. Mr. Enslinger reviewed a summary of the use of outside consultants on the most recent development projects.

Ruth Hopkins asked why no traffic study was done for the recent improvements at Indian Hills Middle School. Mr. Enslinger replied the primary changes in traffic resulting from the proposed improvements impacted only internal traffic circulation. The ingress and regress traffic was no greater than that previously accommodated on this site. He also noted that due to recent studies of the area there was already significant traffic data available on which to review the new internal circulation and parking questions.

Mayor Shaffer thanked staff for providing the additional information requested by the Council.

#### **Consider request from Highlawn Montessori**

Mayor Shaffer noted this item was continued from the previous meeting in order to provide additional information to the City Council. Highlawn Montessori requested the City Council to waive the fees charged for the traffic study analysis presented in conjunction with their application before the Planning Commission.

Mayor Shaffer asked for a motion on the request and hearing none, declared the request for waiver denied.

#### **Consider Final Plat for Prairie Village shopping Center**

Dennis Enslinger noted there are four property owners reflected on this plat. The applicant is still working out details with the multiple property owners involved on the final plat for the "Prairie Village Shopping Center" and has requested this item be continued.

Charles Clark moved at the applicant's request to table this item to the January 7, 2013 City Council meeting. The motion was seconded by Laura Wassmer and passed unanimously.

**NEW BUSINESS**

Council member Ruth Hopkins updated the Council on her recent participation in a conference call with Vice President Biden to get input from cities on issues they are facing and particularly on current federally funded programs and how cities and city budgets would be impacted by potentially cuts or elimination of programs. Mrs. Hopkins reported the top three programs mentioned were #1 - Transportation, #2 Community Development Block Grant (CDBG) Program and #3 COPS Grant. Mrs. Hopkins commended the Internal Government Affairs Office on their efforts to seek out input from cities.

**ANNOUNCEMENTS**

Prairie Village Arts Council	12/19/2012	7:00 p.m.
Environment/Recycle Committee	12/26/2012	7:00 p.m.
Council Committee of the Whole	01/07/2013	6:00 p.m.
City Council	01/07/2013	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oil painting exhibit by Eileen McCoy in the R. G. Endres Gallery for the month of December.

The City offices will be closed December 25<sup>th</sup> in observance of Christmas and January 1<sup>st</sup> in observance of the New Year’s Holiday. Deffenbaugh observes both holidays so pick-up will be delayed one day.

The City will be offering holiday tree drop sites from December 17 through January 21 at Porter, Franklin and Taliaferro parks. Harmon Park **will not** be a drop off site this year.

**ADJOURNMENT**

With no further business to come before the City Council, the meeting was adjourned at 8:40 p.m.

Joyce Hagen Mundy  
City Clerk



## ADMINISTRATION DEPARTMENT

Council Meeting Date: January 7, 2013

**Consent Agenda: Consider Annual Employee Appreciation Event**

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### RECOMMENDATION

Staff recommends the City Council approve the contract with The New Theatre Restaurant for the show Buddy Holly on Saturday, August 24, 2013 for the Annual Employee Appreciation Event.

### BACKGROUND

Last year, the Employee Appreciation Event was held on August 11<sup>th</sup> at LiveStrong Sporting Park. In previous years, it has been at the Royals, Starlight, and the New Theatre Restaurant. The Buddy Holly Story is one of the most popular shows at The New Theatre and they are bringing it back again.

The average cost per person will be \$67.00. In previous years a room was rented before the show for people to mingle. It is recommended to rent the room again at a cost of \$65.00. The price includes: tickets, gratuity, dinner and drink and dessert dollars. Total cost for the event is estimated at \$9,690.

### FUNDING SOURCE

01-01-01-7014-032 - Employee Events Budget

### ATTACHMENTS

1. Contract with New Theatre Restaurant

### PREPARED BY

Jeanne Koontz, Deputy City Clerk  
December 14, 2012

# New Theatre Restaurant Group Sales Contract

9229 Foster Street

Overland Park, Kansas 66212

Phone: 913-649-0103 ext. 116, 118 • Toll Free: 866-333-7469 • Fax: 913-649-8710

Website: www.newtheatre.com • E-mail: groups@newtheatre.com

PLEASE COMPLETE  
BOTH SIDES  
& RETURN.

thanks!

Customer Number 9942

JEANNE KOONTZ  
CITY OF PRAIRIE VILLAGE  
7700 MISSION RD

PRAIRIE VILLAGE, KS  
66208-4230, USA  
913-385-4662

Email: jkoontz@pvkansas.com

<b>Order #</b> 586248	<b>Order Date</b> Nov 30, 2012
<b>Performance</b> NTBD24AUG13E	<b>Performance Date</b> Aug 24, 2013 06:00 PM
<b>Invoice Date</b> Nov 30, 2012	<b>Sales Rep</b> Lillian Klein
<b>Total Seats</b> 170	

TICKETS	QTY	DESCRIPTION	PRICE EACH	TOTAL
70-Buddy Holly, Saturday Evening Aug 24, 2013 07:40 PM	26	B=Orchestra - Group Ticket	55.00	1,430.00
	4	D=1-01/1-06 - Group Ticket	55.00	220.00
	101	C=Dress Circle - Group Ticket	55.00	5,555.00
	10	A=Grand Orchestra - Group Ticket	55.00	550.00
	29	E=Aisle/Box - Group Ticket	55.00	1,595.00

SERVICE CHARGES	QTY	CHARGE TYPE	PRICE EACH	TOTAL
Group Gratuity - Gratuity for Waiters	170	Performance	2.00	340.00
Drink and Dessert Dollars - Drink and Dessert Dollars	1	Performance	0.00	0.00
Special Occasion Packages - Birthday and Anniversary Packages	1	Performance	0.00	0.00

**Comments/Announcements**

Marquee Room

Deposit: A deposit in the amount stated must be received by the date listed or reservations will be released. Deposits are applied towards final payment. Please include order number on all payments.

Final Payment: ONE single payment must be received by the date listed or the reservation will be cancelled. Please mail payments before the due date to insure receipt by the deadlines listed. NTR is not responsible for mail that is lost or misdirected.

Contract: One signed copy of the Group Sales Contract and Amenity Contract must be returned with the deposit. Complete the front and back.  
If we do not receive a signed amenity contract, NTR will assume No Amenities has been selected and group members will pay for their own additional charges.

Cancellations: Prior to the final payment, cancellations over 30% will be subject to a \$5.00 per person penalty. All deposits and final payments are non-refundable or non-transferable. Extra tickets will not be refunded or exchanged. NTR reserves the right to cancel reservations if contract, deposits or final payments are not received by the dates listed.

This contract, the terms/conditions listed on the tickets, and the Amenity Contract (see back) constitute an enforceable agreement between you and the New Theatre Restaurant.

I have read this contract and agree to its terms.

Group Leader: \_\_\_\_\_ Date: \_\_\_\_\_

Disabilities/special needs within your group should be discussed with NTR upon receipt of contract. All seats are reserved and guests are seated according to the reserved table printed on their ticket. Please distribute all tickets to group members before arriving at NTR.

Gratuity is included in the ticket price for the salad (select performances) and beverage service. Additional gratuity is charged on all additional purchases. See back for details.

TICKETS:	9350.00
SERVICE CHARGES:	340.00
<b>TOTAL:</b>	<b>9690.00</b>
PAYMENTS:	0.00
DEPOSIT DUE:	850.00
<b>DEPOSIT DUE DATE:</b>	<b>May 24, 2013</b>
<b>BALANCE DUE:</b>	<b>9690.00</b>
<b>BALANCE DUE DATE:</b>	<b>Jul 25, 2013</b>

**Please see Amenity Contract on back.**

# New Theatre Restaurant Meeting Room Contract

9229 Foster Street  
Overland Park, Kansas 66212  
Phone: 913-649-0103 ext. 116, 118 • Toll Free: 866-333-7469 • Fax: 913-649-8710  
Website: www.newtheatre.com • E-mail: groups@newtheatre.com

PLEASE COMPLETE  
AND RETURN.

Thanks!

Customer Number 9942

Order #

586254

JEANNE KOONTZ  
CITY OF PRAIRIE VILLAGE  
7700 MISSION RD

Total Guest in Room

170

Room Date

Aug 24, 2013 05:00 PM

PRAIRIE VILLAGE, KS  
66208-4230, USA  
913-385-4662  
Email: jkoontz@pvkansas.com

TICKETS	QTY	DESCRIPTION	PRICE EACH	TOTAL
72-Marquee Room 2012-2013, Saturday Evening Aug 24, 2013 05:00 PM	170		0.00	0.00
SERVICE CHARGES	QTY	CHARGE TYPE	PRICE EACH	TOTAL
Marquee/Regency Room Charge -	1	Miscellaneous	65.00	65.00

### Room Available:

After 10:00am for matinee and 4:30pm for an evening performance. To ensure sufficient time for meal service, guests must leave the meeting room by 12:45pm for a matinee performance or 6:45pm for an evening performance.

Room set-up by: \_\_\_\_\_ AM/PM    Guest arrival time: \_\_\_\_\_ AM/PM

Registration Table: Yes No

### Seating Arrangements:

Cocktail Seating: \_\_\_\_\_ OR Theatre Style Seating: \_\_\_\_\_ @ \_\_\_\_\_ # of chairs

### Beverage Service:

\_\_\_\_\_ Host Bar    \_\_\_\_\_ Cash Bar    \_\_\_\_\_ Drink Tickets @ \_\_\_\_\_ tickets per person

Beer, wine, and soft drinks only: \_\_\_\_\_ Premium: \_\_\_\_\_ House: \_\_\_\_\_

Beer, wine, soft drinks, and cocktails: \_\_\_\_\_ Premium: \_\_\_\_\_ House: \_\_\_\_\_

**For a host bar, you will be charged for the actual amount served to your guest PLUS 15% gratuity. For a cash bar, all individual drink prices include gratuity. All drink prices include the appropriate Kansas State Sales Tax.**

**For a Host Bar or Drink Tickets, you will be presented with the total bill at the conclusion of the performance for payment.**

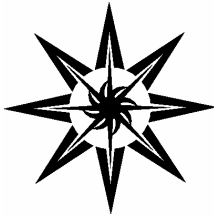
**We accept all major credit cards and company or organizational checks.**

\_\_\_\_\_ (Group Leader) will be in attendance and is responsible for payment.

**Please Note:** No outside food or beverage is allowed on the premises. All meeting room reservations must be confirmed no less than seven days in advance of the reservation date. This contract is not valid unless one signed copy is returned to New Theatre.

Group Leader: \_\_\_\_\_ Date: \_\_\_\_\_

SERVICE CHARGES:	65.00
TOTAL:	65.00
PAYMENTS:	0.00
BALANCE DUE:	65.00
BALANCE DUE DATE:	Jul 25, 2013



**MAYOR**

**Council Meeting Date: January 7, 2013**

**CONSENT AGENDA:        CONSIDER APPOINTMENT TO THE  
   ENVIRONMENT/RECYCLE COMMITTEE**

---

**RECOMMENDATION**

Ratify the Mayor's appointment of Mary English to the Environment/Recycle Committee with her term expiring in April 2015.

**BACKGROUND**

Mayor Shaffer is pleased to place before you the appointment of Mary English to the Environment/Recycle Committee. Her volunteer application is attached.

**ATTACHMENTS**

1. Volunteer Application

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk  
December 17, 2012





**City of Prairie Village  
APPLICATION TO VOLUNTEER**

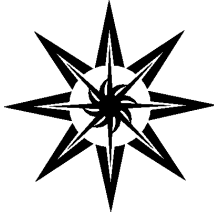
Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).

Name Mary A. English Spouse's Name \_\_\_\_\_  
Address 4402 W. 77th Terr Zip 66208 Ward \_\_\_\_\_  
Telephone: Home 913-679-8484 Work 913-708-8004 Fax \_\_\_\_\_  
E-mail maryenglish4402@hotmail.com Other Number(s): \_\_\_\_\_  
OR: mary@smallstepenergy.com  
Business Affiliation Small Step Energy Solutions LLC  
Business Address above.  
What Committee(s) interests you? Environmental Comm.

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

- Own a green business.
- Specialize in Residential energy conservation and renewable energy.
- Prof. speaker in past resume.
- Biz mgmnt experience
- BA in Economics

Thank you for your interest in serving our community.



## **POLICE DEPARTMENT**

**Council Meeting Date: January 7, 2013**

**COMMITTEE REPORTS: Approve the contract with Great Plains SPCA for animal care services.**

### **RECOMMENDATION**

Staff recommends the City Council approve the contract with Great Plains to board and dispose of dogs, cats and other animals found funning at large or otherwise impounded pursuant to City ordinance.

### **BACKGROUND**

The Department conducted considerable review before recommending Great Plains to provide animal services. The Department believes that Great Plains has proven care for impounded animals and the City should also save considerable funds based on their fee-per-service structure. Great Plains specializes in pet adoption (no kill shelter) and currently has a 96% success rate.

### **ATTACHMENT**

Copy of the proposed Agreement between Great Plains SPCA and the City of Prairie Village as approved by the City Attorney.

### **PREPARED BY**

Wes Lovett

Captain

Date: December 31, 2012

## **CITY BOARDING AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is effective as of January 1, 2013, by and between **THE CITY OF PRAIRIE VILLAGE, KANSAS ("CITY")** and **GREAT PLAINS SPCA ("GREAT PLAINS")** for and on behalf of itself and its subsidiaries.

**WHEREAS**, the City has enacted certain ordinances prohibiting dogs and cats from running at large in the City, mandating the licensing of dogs and cats, and providing for the impoundment and disposition of animals found running at large or otherwise in violation of said ordinances; and

**WHEREAS**, the City deems it desirable and in the best interest of the City to contract with Great Plains to board and dispose of dogs, cats and other animals found running at large or otherwise impounded pursuant to City ordinance.

**NOW, THEREFORE**, the parties agree as follows:

### **1. Services provided by Great Plains.**

- a. Great Plains will provide, at its own expense, a suitable and adequate animal shelter for the proper handling of all lost, stray or otherwise impounded animals, which shelter shall be supervised by a competent person or persons. Great Plains shall be open daily at such hours as Great Plains shall determine, provided it shall be open for the public to recover animals a minimum of six hours per day during normal business hours every day. Great Plains will provide 24 hour access to Animal Control and Police Officers for the impoundment of animals.
- b. Great Plains agrees to accept all animals picked up or delivered to Great Plains by the City or its employees; provided, however, Great Plains shall not have to accept large animals such as horses, cattle, deer or other large, vicious or dangerous animals not customarily sheltered by Great Plains.
- c. Great Plains shall first refer all persons and calls concerning strays found in Prairie Village or Mission Hills to the City's Animal Control division. Great Plains agrees it will not accept an animal on behalf of the City without first obtaining authorization from the City, but does maintain the right to accept pets from citizens in said city for an appropriate relinquishment fee paid to Great Plains SPCA by the citizen should the City's Animal Control division decline impoundment of the pet under the City's contract.
- d. Great Plains agrees to provide proper and adequate food, shelter, water and humane care to the animals delivered to it by the City during all times the animals are in its possession and until redeemed or otherwise disposed.

- e. Animals delivered to Great Plains SPCA who are in need of immediate medical care to treat an injury or illness will be billed to said City at a fee not to exceed \$250 per pet if delivered during normal business hours. Examples of such injuries or illness include, but are not limited to: pets who have been hit by a car, broken limbs, parvo virus, lacerations or other open wounds, etc. Routine medical care for general/common illnesses such as upper respiratory disease, heartworms, etc. will not be billed to the City and will be provided to pets delivered by City's Animal Control division under the general contract terms. The City's Animal Control division also has the option to transfer the pet to another veterinary clinic for treatment at their own expense. For all pets delivered to and housed at Great Plains SPCA, medical conditions will be promptly treated to prevent pain, suffering and discomfort. Any pet who is in the possession of the City after hours and is injured or ill, must be transferred to an emergency hospital. It is not humane or acceptable for Animal Control Officers to deliver pets to Great Plains after hours who are suffering and in need of medical attention. Euthanasia will be reserved for pets who are suffering, not for pets with a treatable condition. Great Plains will not euthanize a pet, even if released by the City, who can be reasonably treated and cured of its condition.
- f. Great Plains agrees to hold all the animals delivered to it by the City (except those covered by subsection f. below) for a maximum period of five (5) days, (the "Holding Period"); provided, however, that any animal so impounded may be reclaimed by its legal owner within the Holding Period provided the owner pays any outstanding administrative and/or veterinary fees and charges to Great Plains. At the end of the Holding Period, all animals that remain unclaimed shall become the property of Great Plains and may be listed for adoption by Great Plains, transferred to another Humane Organization or Rescue or humanely euthanized at the shelter. Great Plains will not knowingly list for adoption any animal that is vicious or who has been deemed dangerous.
- g. If a cat delivered to Great Plains appears to be feral, and both Great Plains staff and City's Animal Control Officer agree the cat is feral, the cat must be held only for the minimum period required by the State of Kansas and then becomes the property of Great Plains.
- h. Upon request by the City, Great Plains agrees to care for animals delivered to it by the City, which require holds due to rabies observations or other violations for a period of ten (10) days as such or longer period as requested by the City. In the event an animal on a rabies observation hold is determined to have an owner, the animal may be transferred to a licensed Johnson County veterinarian of the owner's choice as soon as is practicable.

- i. Great Plains has the right to deworm, vaccinate and medically treat all animals upon arrival at Great Plains regardless of the pet's condition to protect the animal and others from disease or suffering.
- j. Great Plains agrees to keep such records and make such reports as shall be reasonably required by the City concerning the animals it cares for on behalf of the City, and Great Plains shall render monthly statements to the City.
- k. Great Plains agrees to complete any City forms provided to it by Animal Control, and to collect any further information requested by Animal Control, related to persons recovering animals.

**2. Obligations of the City.**

- a. Any animal that appears to be suffering from injury or illness or appears to have a contagious disease shall be (1) released to Great Plains SPCA for medical treatment not to exceed \$250 or, (2) must be taken by the City to a veterinarian of the City's choice immediately. This includes after hours impoundments. Medical conditions must be treated immediately to prevent suffering, pain and discomfort. Animal Control Officers may not place injured or ill animals in kennels after hours.
- b. Once an owner is identified for any animal that is impounded for biting or injuring an individual, the animal may be released to a veterinary clinic for the remainder of the holding period, if practicable.

**3. After Hours Impoundment.** Great Plains prohibits inhumanely impounding an animal. Any animal impounded after normal working hours shall be provided with water and placed in a holding kennel of appropriate size. Great Plains shall provide after hours Animal Control Officers with all necessary supplies to include litter boxes food, bedding and cleaning supplies. Animals are not to be left in traps or in outdoor pens over night. No animal is to be left in the facility without proper paperwork being completed by the Animal Control Officer, Police Officer or City designee impounding the animal. Great Plains is responsible to ensure that there are adequate, secure and sanitary cages or runs available for all impounded animals. Animal Control Officers may not place injured or ill animals in kennels after hours. Such pets must be transported by Animal Control to an after-hours veterinary facility for care/treatment. Pets can be transferred to Great Plains the following morning during normal business hours.

**4. Fees.** In consideration for the above performance, the City agrees to pay Great Plains as follows:

- a. A one time administrative fee of \$65.00 per dog, puppy, cat, kitten or other small animal impounded, which includes the first day of board.

- b. Each day following the first day of impoundment boarding will be billed at \$30.00 per day, or fraction of a day, for each dog, cat or other small animal impounded.
- c. \$25.00 per bite certificate.
- d. \$50.00 per euthanasia fee, which includes disposal.
- e. \$30.00 disposal fee for each animal brought in deceased.
- f. \$100.00 for each non-placeable animal delivered to Great Plains. For the purpose of this section, "non-placeable" shall mean an animal designated as such by the City, which due to its aggressive disposition or specific legislation cannot be adopted by a Prairie Village or Mission Hills citizen, including feral cats.

In the event a litter or a litter with the mother is impounded, and said litter is not "weaned", no more than two administrative fees will be charged. For example, if a cat with four nursing kittens are impounded, the administrative charge would be \$130.00, not \$325.00.

Any fees incurred or charges for unclaimed animals will be paid by the City. If an animal is reclaimed by its owner, Great Plains shall collect all fees from the owner.

These fees may be changed or additional fees imposed by Great Plains, provided that Great Plains first gives the City sixty (60) days prior written notice of such change or additional fees in accordance with Section 13.

- 5. **Independent Contractor.** The parties hereto agree that the services to be provided by Great Plains are being provided strictly on a contract basis. Great Plains is not and shall not be considered a part of the City and shall not be subject of the control of the City but shall be considered an independent contractor at all times.
- 6. **Assignability.** This agreement shall not be assignable without the prior written permission of both parties.
- 7. **Non-Discrimination.** Great Plains agrees that:
  - a. Great Plains shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
  - b. in all solicitations or advertisements for employees, Great Plains shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

- c. if Great Plains fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City;
- d. if Great Plains is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the Commission which has become final, Great Plains shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City; and
- e. Great Plains shall include the provisions of subsections 7(a) through (d) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- f. The provisions of this section shall not apply to a contract entered into by Great Plains if:
  - 1) Great Plains employs fewer than four employees during the term of such contract; or
  - 2) Great Plains' contracts with the City cumulatively total \$5,000.00 or less during the fiscal year for the City.
- g. Great Plains further agrees that it shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to Great Plains, and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

**8. Non-Exclusivity.** This Agreement shall not preclude the City from entering into any agreement with, or from utilizing, any other impounding entity or shelter and shall not be considered exclusive.

**9. Term.** This Agreement shall be effective January 1, 2013, and shall continue in effect until December 31, 2013. The term of this Agreement shall be automatically extended at the end of the initial term for a twelve month period, and in like manner for all succeeding years, unless and until either party terminates the Agreement pursuant to Section 10, below.

Notwithstanding the foregoing or any other language contained in this Agreement, the City is obligated to pay only such periodic payments or monthly installments thereof as may lawfully be made from funds budgeted and approved for that purpose. The City agrees to notify Great Plains at the earliest possible

time of the non-availability of funds from which to make any periodic payment or monthly installment.

10. **Termination.** Either party may terminate this agreement at any time for their convenience by giving thirty (30) days written notice to the other party.
11. **Periodic Meeting.** The parties agree to meet as needed or requested by either party during the term of this Agreement to better anticipate the needs of the parties prior to renegotiation of the Agreement.
12. **Insurance.** During the term of this Agreement, Great Plains agrees to maintain insurance coverage of the types and minimum liability limits as set forth below. Great Plains shall furnish to the City a Certificate of Insurance verifying such coverage. The certificate holder on the Certificate of Insurance shall be as follows:

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

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by certified mail to the stated address of the certificate holder.

Minimum Liability Limits:

Commercial General Liability insurance on an occurrence basis in amounts no less than \$500,000 bodily injury and property damage per occurrence; \$500,000 general aggregate.

Industry Ratings – City will only accept coverage from an insurance carrier who carries a Best's policyholder rating of A-:VII or better; or is a company mutually agreed upon by the City and Great Plains.

13. **Notices.** The parties agree that all notices under this Agreement shall be in writing and shall be deemed to have been duly given upon either being delivered personally or upon receipt if mailed by certified mail, return receipt requested. Notices shall be sent to the representatives named below or to any subsequent representative for which notice provided pursuant to this section.

Great Plains SPCA  
Courtney Thomas  
President & CEO  
5428 Antioch Drive  
Merriam, Kansas 66202

City of Prairie Village  
Ronald S. Shaffer  
Mayor  
7700 Mission Road  
Prairie Village, Kansas 66208

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supercedes all prior agreements, whether oral and written, covering the same subject matter. This Agreement may not be modified or



amended except in writing mutually agreed to, accepted and signed by both parties.

**15. No Third Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

**16. Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided; however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

**IN WITNESS WHEREOF,** the parties understand this Agreement and have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**CITY OF PRAIRIE VILLAGE**

**GREAT PLAINS SPCA**

By: \_\_\_\_\_  
Name:         Ronald S. Shaffer          
Title:                     Mayor                      
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name:                     Courtney Thomas                      
Title:                     President & CEO                      
Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WITNESS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## POLICE DEPARTMENT

Council Meeting Date: January 7, 2013

**Committee Reports: Consider Amendment to Ordinance 2-131 - Animal Control and Regulation.**

---

### RECOMMENDATION

Staff recommends the City Council approve proposed amendments to the Animal Control and Regulation Ordinance.

### BACKGROUND

An amendment to 2-13(a) is necessary due to the new contract with Great Plains SPCA. The waiting period for adoption would change from 10 to 5 days and associated fees would be paid directly to Great Plains and no longer to the City Clerk. The proposed changes are delineated below:

#### 2-131 SEIZURE.

a) Any Animal Control Officer, Law Enforcement Officer or other person designated by the Governing Body of the City is authorized to capture any dog found running at large in violation of section 2-129 and any cat which is not under control as defined in section 2-129 and place them in a shelter house designated by the Governing Body for that purpose. If the owner or harbinger of any such dog or cat does not redeem the same within ~~ten~~ **five** days after such impounding by the payment to the City Clerk then such dog or cat shall be disposed of in some humane manner as provided in section 2-133. If such animal is to be redeemed, the owner or harbinger must make payment to the **animal shelter prior to receiving their pet**. ~~City Clerk a fee adopted by the Governing Body and on record in the Office of the City Clerk. The fee will be based upon the number of redemptions within a twenty four month period. To redeem such an animal, receipt for such payment must be presented to the shelter house and the owner or harbinger must pay additional board bills incurred by the shelter house owners.~~ In addition to or in lieu of seizing the dog or cat, an animal control or Law Enforcement Officer of the City may charge said owner or harbinger for being in violation of section 2-129.

### ATTACHMENTS

Proposed Ordinance

### PREPARED BY

Wes Lovett

Patrol Commander

Date: December 31, 2012

## ORDINANCE 2268

### AN ORDINANCE AMENDING CHAPTER 2 OF THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "ANIMAL CONTROL AND REGULATION" BY AMENDING ARTICLE 2-131 ENTITLED "SEIZURE"

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

#### Section I

Article 2-131 of the Prairie Village Municipal Code entitled "Seizure" is hereby amended by repealing Article 2-131 and enacting in lieu thereof a new Article 2-131 to read as follows:

#### 2-131 SEIZURE.

- a) Any Animal Control Officer, Law Enforcement Officer or other person designated by the Governing Body of the City is authorized to capture any dog found running at large in violation of section 2-129 and any cat which is not under control as defined in section 2-129 and place them in a shelter house designated by the Governing Body for that purpose. If the owner or harbinger of any such dog or cat does not redeem the same within five days after such impounding by the payment to the City Clerk then such dog or cat shall be disposed of in some humane manner as provided in section 2-133. If such animal is to be redeemed, the owner or harbinger must make payment to the animal shelter prior to receiving their pet. In addition to or in lieu of seizing the dog or cat, an animal control or Law Enforcement Officer of the City may charge said owner or harbinger for being in violation of section 2-129.
- b) An Animal Control Officer or Law Enforcement Officer shall forthwith cause to be seized and impounded any dangerous animal, where the person owning, keeping or harboring any such animal has failed to comply with the notice sent pursuant to section 2-131. Upon seizure and impoundment, said animal shall be delivered to a place of confinement, which may be with any organization, which is authorized by law to accept, own, keep or harbor such animals.
- c) If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, or the animal is considered a dangerous animal by the Animal Control Officer or any Law Enforcement Officer, they may render said animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said animal may be destroyed.
- d) Any reasonable costs incurred by an Animal Control Officer or Law Enforcement Officer in seizing, impounding, confining or disposing of any dangerous or wild animal, pursuant to the provisions of this section, shall be

charged against the owner, keeper or harbinger of such animal and shall be collected by the City Clerk.

e) Whenever an Animal Control Officer or Law Enforcement Officer seizes and impounds any such animal under the provisions of this section, the officer shall attempt to notify the owner of such animal of the seizure, however, such notice attempt shall be required only if the animal is wearing a valid and updated registration tag or, in the case of a dangerous animal, the animal is seized on the owner's property. Such notice should be in writing and should be delivered to the owner's residence within three days of seizure of the animal. The notice shall state the reasons for seizure and impoundment. Notice attempt may also include the leaving of voice message(s) on the listed phone of the animal's owner, keeper or harbinger.

f) After receipt of such notice as described in subsection E of this section, the owner of any animal, which has been seized and impounded, is entitled to request a hearing before the Animal Control Committee by filing written request for hearing with the City Clerk. The purpose of this hearing shall be to determine whether probable cause existed to seize and impound the animal. Request for this hearing must be made within five days of receipt of the notice of seizure and impoundment, or the hearing shall be waived. If a hearing is requested, it shall be held within ten days from the filing of the request. If, at such hearing, the Animal Control Committee finds that no probable cause existed for such seizure and impoundment, the animal shall be released, no fees or costs for care of the animal shall be assessed against its owner, and the City shall pay the costs accrued in boarding the animal.

g) The owner, keeper or harbinger of any animal who has been found to have violated this section or section 2-129 of this chapter, which animal is not properly licensed by the City, may be assessed an additional penalty the amount of which shall be determined by resolution by the Governing Body on file with the City Clerk.

## **Section II**

This ordinance shall take effect and be in force effective upon publication.

**PASSED AND APPROVED THIS 7th day of January, 2013.**

/s/ Ronald L. Shaffer

Ronald L. Shaffer, Mayor

**ATTEST:**

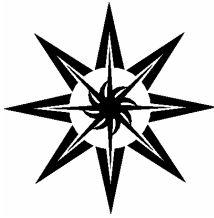
/s/ Joyce Hagen Mundy

Joyce Hagen Mundy  
City Clerk

**APPROVED AS TO FORM:**

/s/ Catherine P. Logan

Catherine P. Logan  
City Attorney



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: January 7, 2012  
Council Meeting Date: January 7, 2012

**\*COU2013-01: CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2013 CARS PROJECT, THE 2013 PAVING PROGRAM, AND THE 2012 DRAINAGE PROJECT.**

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### RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2013 CARS Project, the 2013 Paving Program, and the 2012 Drainage Project in the amount of \$135,765.00.

### BACKGROUND

Affinis Corporation is the City's current design consultant and this agreement is for the design of the 2013 CARS Project, the 2013 Paving program, and the 2013 Drainage Project. Affinis has been our design consultant for the last few years and has performed very well. Affinis has already completed preliminary design for 6 streets under the 2011 Bond Project that did not end up being a part of that construction project therefore it was logical to use Affinis again for our design consultant. Public Works plans to request proposals for our drainage design consultant in 2013 and for our street design consultant in 2014.

CIP Funding amounts for the above projects is as follows-

2013 CARS Project(SODR0003)-	\$879,000.00
2013 Paving Program(PAVP2013)-	\$2,036,355.00
2012 Drainage Project(DRAIN12x)-	\$526,870.00

Total- \$3,442,225.00

These projects are included in the City's CIP.

Construction is anticipated to begin in late Spring 2013.

### FUNDING SOURCE

Funding will come from the following CIP projects.

2013 CARS Project(SODR0003)  
2013 Paving Program(PAVP2012)  
2012 Drainage Project(DRAIN12x).

### RELATED TO VILLAGE VISION

*CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

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

*TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

**ATTACHMENTS**

1. Design Agreement with Affinis

**PREPARED BY**

Keith Bredehoeft, Project Manager

January 2, 2012

**AGREEMENT FOR PROFESSIONAL ENGINEER**

For

**DESIGN SERVICES**

Of

**PROJECT PAVP2013- 2013 PAVING PROGRAM  
PROJECT SODR0003- 2013 CARS PROJECT  
PROJECT DRAIN12x- 2012 STORM DRAINAGE REPAIR PROJECT**

***THIS AGREEMENT***, made at the Prairie Village, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the "**City**", and Affinis Corp, a corporation with offices at 7401 West 129<sup>th</sup> Street, Suite 110 Overland Park, KS, 66213 hereinafter called the "**Consultant**".

***WITNESSED, THAT WHEREAS***, City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2013 Paving Program, the 2013 CARS Project, and the 2012 Storm Drainage Repair Project hereinafter called the "**Project**",

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

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

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

**1. CITY RESPONSIBILITIES**

- 1.1. The City has designated the Project Manager, Keith Bredehoeft, to act as the representative for the City with respect to the services to be performed or furnished by the Consultant under this Agreement. This person shall have the authority to transmit instructions, receive information, interpret and define the City policies with respect to the Consultant's services for this Project.
- 1.2. The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.
- 1.3. The City shall review for approval all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- 1.4. The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded the 2013 Paving Project with this proposed list of streets:
  - 1.6.1. Linden Lane (83<sup>rd</sup> Terrace to 85<sup>th</sup> Street) - mill & overlay with concrete repair
  - 1.6.2. 78<sup>th</sup> Street (Nall Avenue to Tomahawk Road) - mill & overlay with concrete repair
  - 1.6.3. 64<sup>th</sup> Street (Hodges Drive to 64<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 1.6.4. 72<sup>nd</sup> Terrace (Mission Road to Village Drive) - mill & overlay with concrete repair
  - 1.6.5. 76<sup>th</sup> Street (Roe Avenue to Briar Street) - mill & overlay with concrete repair
  - 1.6.6. 84<sup>th</sup> Street (Fontana Road to Roe Avenue) - full reconstruction
  - 1.6.7. 66<sup>th</sup> Terrace (66<sup>th</sup> Street to Roe Avenue) - mill & overlay with concrete repair
  - 1.6.8. Delmar Street (75<sup>th</sup> Street to 79<sup>th</sup> Street) - full reconstruction
  - 1.6.9. Linden Lane (70<sup>th</sup> Terrace to 71<sup>st</sup> Terrace) - mill & overlay only
  - 1.6.10. 70<sup>th</sup> Terrace (Roe Avenue to Tomahawk Road) - mill & overlay only
  - 1.6.11. 63<sup>rd</sup> Street (Roe Avenue to Mission Road) - mill & overlay with concrete repair
  - 1.6.12. Canterbury Drive (Windsor Street to 74<sup>th</sup> Terrace) - mill & overlay with concrete repair
  - 1.6.13. Allowance for additional half mile of mill & overlay with concrete repair
- 1.7. The City has funded the 2013 CARS Project with this street:
  - 1.7.1. Somerset Drive (Reinhardt Lane to Belinder Drive) - mill & overlay with concrete repair.
- 1.8. The City has funded the 2012 Storm Drainage Repair Project with:
  - 1.8.1. 63<sup>rd</sup> Street (Roe Avenue to Delmar Drive) - CMP replacement
  - 1.8.2. 71<sup>st</sup> Street and Tomahawk Drive - Concrete channel repair.
  - 1.8.3. 10 storm inlet replacements at multiple locations.

## **2. CONSULTANT RESPONSIBILITIES**

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

## **3. SCOPE OF SERVICES**

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



- 3.2.1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
- 3.2.2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
- 3.2.3. Schedule and attend utility coordination meeting. Identify all utilities that may be affected by the project and make contact with the utility to determine the facilities involved.
- 3.2.4. Conduct field reconnaissance to evaluate and identify:
  - 3.2.4.1. Design issues.
  - 3.2.4.2. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
  - 3.2.4.3. Need for drainage improvements.
  - 3.2.4.4. Need for full depth pavement repairs.
  - 3.2.4.5. Need for sidewalk replacement.
  - 3.2.4.6. Location for new sidewalk.
  - 3.2.4.7. Need for curb and gutter replacement.
  - 3.2.4.8. Need for and limits of driveway replacement.
  - 3.2.4.9. Need for which type of ADA ramps.
  - 3.2.4.10. Utility locations and conflicts.
  - 3.2.4.11. Tree conflicts.
- 3.2.5. Perform topographic survey of identified project locations. Determine existing pavement elevations every 50 feet parallel to center line at the center line, gutter, at gutter elevation at center of ADA ramp and property line, and 12 feet perpendicular to center line for evaluating cross slope and profile.
- 3.2.6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
- 3.2.7. Determine drainage improvements after consultation with City.
- 3.2.8. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
- 3.2.9. Identify location of bench marks and section markers.
- 3.2.10. Prepare preliminary construction plans (60%).
- 3.2.11. Prepare a project title sheet.
- 3.2.12. Prepare general site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
- 3.2.13. Prepare plan sheets for street improvements showing all utility, including drainage, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
- 3.2.14. Prepare typical sections.
- 3.2.15. Prepare cross sections for streets with a detailed topographic survey. Cross-sections are for information only and will not be included in the bid documents.

- 3.2.16. Prepare a detail plan showing City details drawings and other special details pertinent to the project.
- 3.2.17. Prepare a traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
- 3.2.18. Prepare an erosion and sediment control plan showing all areas to be controlled during construction.
- 3.2.19. Present one set (one full size and one half size) of preliminary (60% completion) construction plans for City review that include:
  - 3.2.19.1. Cover sheet
  - 3.2.19.2. Typical sections
  - 3.2.19.3. Plan and profile for streets to be reconstructed. Profiles will only be provided in areas where a topographic survey has been performed.
  - 3.2.19.4. Plan for streets to be milled and overlaid.
  - 3.2.19.5. Plan and profile for drainage improvements.
  - 3.2.19.6. Plan and profile for new sidewalk construction. Profiles will only be provided in areas where a topographic survey has been performed.
- 3.2.20. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
- 3.2.21. Conduct a field check with City.
- 3.2.22. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
- 3.2.23. Attend and prepare minutes of project meetings (3) and disperse the minutes to City representative and all other attendees within five working days.
- 3.2.24. Provide one hard copy and electronic copy of any report or drawing. Provide files of the plans or drawings in PDF Format.

### **3.3. Final Design Phase**

- 3.3.1. Prepare final design documents base of review and comments from City and other review agencies of the preliminary plans.
- 3.3.2. Present final project manual for City review.
- 3.3.3. Present one half size set of final design plans and specifications for City review.
- 3.3.4. Submit one half-size set of final plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
- 3.3.5. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
- 3.3.6. Prepare a final opinion of probable construction cost.
- 3.3.7. Prepare one bid package using the City's standard documents for the Street Paving, CARS, and Strom Drainage Repair Projects.

- 3.3.8. Attend and prepare minutes of project meetings (2) and disperse to City representative and all other attendees within five working days.
- 3.3.9. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

#### **3.4. Bidding Phase**

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

#### **3.5. Construction Services Phase**

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

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

#### **4. TIME SCHEDULE**

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

Design Phase	Due by March 15, 2012
Bid Advertisement Date	April 9, 2012
Letting Date	May 3, 2012

#### **5. COMPENSATION**

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

Preliminary Design Phase	
Paving Project	Fee \$ <u>33,805.00</u>
CARS Project	Fee \$ <u>8,000.00</u>
Storm Drainage Repair Project	Fee \$ <u>21,270.00</u>
Total Maximum Fee for Preliminary Design Phase	\$ <u>63,075.00</u>

Final Design Phase	
Paving Project	Fee \$ <u>22,890.00</u>
CARS Project	Fee \$ <u>5,000.00</u>
Storm Drainage Repair Project	Fee \$ <u>19,215.00</u>
Total Maximum Fee for Final Design Phase	\$ <u>47,105.00</u>
Bidding Phase	
Paving Project	Fee \$ <u>8,845.00</u>
CARS Project	Fee \$ <u>2,500.00</u>
Total Maximum Fee for Bidding Phase	\$ <u>11,345.00</u>
Construction Services Phase	
Paving Project	Fee \$ <u>11,740.00</u>
CARS Project	Fee \$ <u>2,500.00</u>
Total Maximum Fee for Construction Services Phase	\$ <u>14,240.00</u>
<b>Total Fee</b>	<b>\$ <u>135,765.00</u></b>

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

## 6. GENERAL PROVISIONS

- 6.1. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- 6.2. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.

6.3. **Reuse of Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents. In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.

6.4 **Insurance:**

6.4.1 The Consultant 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; (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 owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. 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.

6.4.2 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

6.4.3 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.

6.4.4 Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.

- 6.4.5 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Termination for Convenience.** The City, within its sole discretion, may elect to terminate the Agreement with the Consultant for convenience upon three (3) days written Notice to Consultant. In the event of such termination, Consultant 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
- 6.7 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.8 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- 6.9 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.10 **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.

**6.11 Successors and Assigns:**

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



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

**City:**

City of Prairie Village, Kansas

By:

Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

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

**Consultant:**

Affinis Corp

By

Richard A. Worrel, P.E., Principal

Address for giving notices:

Affinis Corp  
7401 West 129<sup>th</sup> Street, Suite 110  
Overland Park, KS 66213

Telephone: 913-239-1100

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Catherine Logan, City Attorney



**PROJECT ESTIMATING SHEET**  
**2013 Street Paving & CARS Programs**  
**Prairie Village, Kansas**

Revised Date: 12/19/2012

Made By: KEL/CMS/ALR

	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	ADMIN. SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	SURVEY CREW ONE PERSON	LABOR COSTS	OTHER DIRECT COSTS ITEM	TOTAL COST	TOTAL FEE
Tasks	\$200.00	\$185.00	\$155.00	\$145.00	\$130.00	\$95.00	\$85.00	\$80.00	\$70.00	\$70.00	\$130.00	\$85.00	\$80.00	\$105.00				
<b>PRELIMINARY DESIGN PHASE</b>																		
<b>FIELD WORK</b>																		
Startup meeting		2			2										\$630			\$630
Review existing information					4	4									\$900			\$900
Utility coordination					8	8	8								\$2,480			\$2,480
Field Reconnaissance		8			8	4	12								\$3,920			\$3,920
Field survey (topo)					2										\$260			\$260
AIMS mapping					1		1								\$215			\$215
Storm drainage		4			4	4	8	8							\$2,960			\$2,960
Existing pavement markings					4			8							\$1,160			\$1,160
Horiz. & Vert. Control; Topo											4	8	16		\$2,480			\$2,480
<b>PRELIMINARY PLANS</b>																		
Cover Sheet								2							\$160			\$160
Site plans					2			2							\$420			\$420
Plan/profile sheets	2	4			8	8	20	52							\$8,800			\$8,800
Typical sections							4	4							\$660			\$660
Details					2		4	12							\$1,560			\$1,560
Traffic control & pavement marking plan		2			2			8							\$1,270			\$1,270
Erosion Control Plans/SWPPP															\$0			\$0
Preliminary plan (60%) submittal to City							4								\$340			\$340
Preliminary plan (60%) submittal to Utilities					2		4		2						\$740			\$740
Field Check (All w/City)		8			8		8	8							\$3,840			\$3,840
Public Meeting (1 for CARS)															\$0			\$0
OPCC (+15%)		2			4	4	14	4							\$2,780			\$2,780
QC/QA	2	8													\$1,880			\$1,880
Project Meetings (Monthly) & documentation (assume 3)		8			8		8		2						\$3,340			\$3,340
Deliverables (hard copy & PDF)							2		2						\$310			\$310
																Mileage	\$200.00	\$200
																Repro./Delivery	\$500.00	\$500
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL HOURS</b>	4	46	0	0	69	32	97	108	0	6	4	8	16	0				
<b>PRELIMINARY DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$8,510	\$0	\$0	\$8,970	\$3,040	\$8,245	\$8,640	\$0	\$420	\$520	\$680	\$1,280	\$0	\$41,105		\$700.00	<b>\$41,805</b>
<b>FINAL DESIGN PHASE</b>																		
<b>FINAL PLANS</b>																		
Final design documents		2			8	8	12	24							\$5,110			\$5,110
Project manual		2			4	4				2					\$1,410			\$1,410
Final plan (90%) submittal to City							4								\$340			\$340
Final plan (90%) submittal to Utilities							4			4					\$620			\$620
Utility coordination & meetings (assume 3)		6			16	8	16	8							\$5,950			\$5,950
OPCC		2			4	2	10	4							\$2,250			\$2,250
QC/QA	2	8													\$1,880			\$1,880
Prepare bid documents (all)	2	8			24	8	8		8						\$7,000			\$7,000
Project Meetings (Monthly) & documentation (assume 2)		4			8		6								\$2,290			\$2,290
Deliverables (hard copy & PDF)							4								\$340			\$340
																Mileage	\$200.00	\$200
																Repro./Delivery	\$500.00	\$500
<b>FINAL DESIGN PHASE - SUBTOTAL HOURS</b>	4	32	0	0	64	30	64	36	0	14	0	0	0	0				
<b>FINAL DESIGN PHASE - SUBTOTAL FEE</b>	\$800	\$5,920	\$0	\$0	\$8,320	\$2,850	\$5,440	\$2,880	\$0	\$980	\$0	\$0	\$0	\$0	\$27,190		\$700.00	<b>\$27,890</b>



**PROJECT ESTIMATING SHEET**  
**2013 Street Paving & CARS Programs**  
**Prairie Village, Kansas**

Revised Date: 12/19/2012

Made By: KEL/CMS/ALR

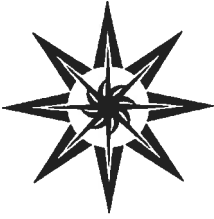
	PRINCIPAL	SR. PROJECT MANAGER	PROJECT MANAGER	SENIOR ENGINEER	ENGINEER	INTERN ENGINEER (IE)	DESIGN TECH I	CAD TECH II	CAD TECH I	ADMIN. SUPPORT	LAND SURVEYOR II	LAND SURVEYOR I	SURVEY CREW MEMBER II	SURVEY CREW ONE PERSON	LABOR COSTS	OTHER DIRECT COSTS		TOTAL
Tasks	\$200.00	\$185.00	\$155.00	\$145.00	\$130.00	\$95.00	\$85.00	\$80.00	\$70.00	\$70.00	\$130.00	\$85.00	\$80.00	\$105.00				
<b>BIDDING PHASE</b>																		
Notice to bidders										1					\$70			\$70
Distribute notice to bidders										2					\$140			\$140
Provide bidding documents to printer							4								\$340			\$340
Bid plan submittal to Utilities										1					\$70			\$70
Pre-bid Meeting & documentation		2			2					2					\$770			\$770
Addenda & consultation	2	8			16		24			6					\$6,420			\$6,420
Engineer's estimate					1	1	2								\$395			\$395
Bid opening					2		2								\$430			\$430
Bid tabulation					2					2					\$400			\$400
Prepare construction contracts & documents					2					4					\$540			\$540
Deliverables (hard copy & PDF)					2		2			2					\$570			\$570
																Mileage	\$200.00	\$200
																Repro./Delivery	\$1,000.00	\$1,000
<b>BIDDING PHASE - SUBTOTAL HOURS</b>	2	10	0	0	27	1	34	0	0	20	0	0	0	0				
<b>BIDDING PHASE - SUBTOTAL FEE</b>	\$400	\$1,850	\$0	\$0	\$3,510	\$95	\$2,890	\$0	\$0	\$1,400	\$0	\$0	\$0	\$0	\$10,145		\$1,200.00	<b>\$11,345</b>
<b>CONSTRUCTION SERVICES PHASE</b>																		
Preconstruction meeting & documentation		2			4					2					\$1,030			\$1,030
Periodic construction consultation		4			24	8									\$4,620			\$4,620
Shop drawing review		2			8	8	8								\$2,850			\$2,850
Plan revisions							16								\$1,360			\$1,360
Record drawings		2			2		16								\$1,990			\$1,990
Deliverables (hard copy & PDF)							2			2					\$310			\$310
Progress meeting (4)		4			8										\$1,780			\$1,780
																Mileage	\$100.00	\$100
																Repro./Delivery	\$200.00	\$200
<b>CONST. SERVICES PHASE - SUBTOTAL HOURS</b>	0	14	0	0	46	16	42	0	0	4	0	0	0	0				
<b>CONST. SERVICES PHASE - SUBTOTAL FEE</b>	\$0	\$2,590	\$0	\$0	\$5,980	\$1,520	\$3,570	\$0	\$0	\$280	\$0	\$0	\$0	\$0	\$13,940		\$300.00	<b>\$14,240</b>
															\$13,940			
<b>Grand Total</b>																		<b>\$95,280</b>



**Scope of Services Fee**  
**City of Prairie Village, Kansas**  
**2012 Storm Drainage Repair Program**

Date: 12/31/2012  
 Client: Prairie Village  
 Project: 2012 Storm  
 Made By: CMS/RLU

																	DIRECT EXPENSES		TOTAL
Tasks	Principal	Senior Project Manager	Project Manager	Senior Engineer	Engineer	Intern Engineer (IE)	Design Tech. I	CADD Tech. II	CADD Tech. I	Land Surveyor II	Land Surveyor I	Survey Crew Member II	Survey Crew Member I	Survey Crew One Person	LABOR COSTS	ITEM	COST	FEE	
<b>I</b>	<b>Preliminary Design</b>																		
1.01	<b>Data Collection:</b>																		
A.		1			1					1					\$ 445.00			\$ 445.00	
B.												16			\$ 1,280.00			\$ 1,280.00	
C.										2		64			\$ 5,380.00	Mileage	\$ 100.00	\$ 5,480.00	
C.										24		80			\$ 9,520.00	Mileage	\$ 100.00	\$ 9,620.00	
D.		1			1					4					\$ 835.00			\$ 835.00	
E.										4	32				\$ 3,240.00			\$ 3,240.00	
F.											2				\$ 170.00			\$ 170.00	
																Repro	\$ 200.00	\$ 200.00	
	Task I - Subtotal Hours	0	2	0	0	2	0	0	0	35	34	160	0	0					
	Task I - Subtotal Fee	\$0.00	\$370.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00	\$4,550.00	\$2,890.00	\$12,800.00	\$0.00	\$0.00	\$ 20,870.00		\$ 400.00	\$ 21,270.00	
<b>II</b>	<b>Design</b>																		
2.01	<b>Construction documents</b>																		
A.															\$ -			\$ -	
B.							2								\$ 170.00			\$ 170.00	
C.					12	8	30	32							\$ 7,430.00			\$ 7,430.00	
D.					2										\$ 260.00			\$ 260.00	
E.		2			16	8	4								\$ 3,550.00			\$ 3,550.00	
F.					8	5									\$ 1,515.00			\$ 1,515.00	
G.					1			4							\$ 450.00			\$ 450.00	
H.				4				6							\$ 1,060.00			\$ 1,060.00	
I.				2	4		2	6							\$ 1,460.00			\$ 1,460.00	
J.					2	2	2	4							\$ 940.00			\$ 940.00	
K.															\$ -			\$ -	
L.					6		2	2							\$ 1,110.00			\$ 1,110.00	
M.		4					2	2							\$ 1,070.00			\$ 1,070.00	
	7 sets of construction documents															Repro	\$ 200.00	\$ 200.00	
	Task II - Subtotal Hours	0	6	0	6	51	23	44	56	0	0	0	0	0					
	Task II - Subtotal Fee	\$0.00	\$1,110.00	\$0.00	\$870.00	\$6,630.00	\$2,185.00	\$3,740.00	\$4,480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 19,015.00		\$ 200.00	\$ 19,215.00	
<b>III</b>	<b>Bidding &amp; Construction Services</b>																		
3.01	<b>Bidding Services</b>																		
A.															\$ -			\$ -	
B.															\$ -			\$ -	
C.															\$ -			\$ -	
D.															\$ -			\$ -	
3.02	<b>Assist Client with Construction services</b>																		
A.															\$ -			\$ -	
B.															\$ -			\$ -	
C.															\$ -			\$ -	
	Task III - Subtotal Hours	0	0	0	0	0	0	0	0	0	0	0	0	0					
	Task III - Subtotal Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -		\$ -	\$ -	
	<b>Total Hours</b>	0	8	0	6	53	23	44	56	0	35	34	160	0	0				
	<b>Total Fee</b>	\$0	\$1,480	\$0	\$870	\$6,890	\$2,185	\$3,740	\$4,480	\$0	\$4,550	\$2,890	\$12,800	\$0	\$0	\$39,885	\$ 600.00	\$ 40,485.00	



## COUNCIL COMMITTEE MEETING

Council Committee Meeting Date: January 7, 2013

Council Meeting Date: January 7, 2013

**\*COU2013-03: Discussion regarding recently revised Right-of-Way permit & inspection fees and Drainage permit & inspection fees**

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### SUGGESTED MOTION

Move that the revised Right-of-Way and Drainage fees approved on November 5, 2012, be suspended and the 2012 fees be used until further review.

### STAFF RECOMMENDATION

City Administrator recommends the revised fees be suspended. It is also recommended that Council take action at the January 7<sup>th</sup> meeting prior to permits being issued. Public Works staff will review, research and recommend fee changes at a future meeting.

### BACKGROUND

Public Work Director presented a request to increase the Right-of-Way and Drainage permit and inspection fees. The purpose of the increase is to align the permit fee closer to the cost of providing the associated service. Franchise fee collections were not considered part of the revenue equation when recommending the fee increases.

#### Summary of fees - 2012 to 2013:

##### 2012 fees

\$70 = Right-of-Way permit and inspection fee

\$70 = Drainage permit and inspection fee

##### 2013 fees - approved by Council in Nov. 2012

\$175 = Right-of-Way permit and inspection fee

\$125 = Drainage permit and inspection fee

##### 2013 fees as planned to be implemented by Public Works

\$175 = Right-of-Way permit and inspection fee (commercial)

\$110 = Right-of-Way permit and inspection fee (residential)

\$125 = Drainage permit and inspection fee

City Administrator recommends the fees be suspended (and 2012 rates be reestablished) for the following reasons:

- Public Works staff was not consulted in the final development of the fees including the PW Inspector in charge of administering the process and inspections.
- The fee was modified after approval by City Council in November. Unknown to the City Administrator and City Council, the Right-of-Way Permit fee was reduced to \$110 for residential properties.
- Franchise fee revenues were not considered as part of the revenue equation when computing the cost of providing the services.

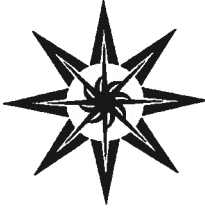
Public Works staff will review the current fees, consult neighboring cities, consult utility entities and propose a revised fee structure for Council approval at a later date.

#### **ATTACHMENTS**

- Agenda forms and background regarding the fee increases - October 15, 2012 Committee

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Prepared By:  
Quinn Bennion  
City Administrator  
Date: January 4, 2013



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 15, 2012  
Council Meeting Date: November 5, 2012

**COU2012-44: CONSIDER REVISION TO CITY'S FEE SCHEDULE - DRAINAGE PERMIT APPLICATION AND INSPECTION FEE**

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### RECOMMENDATION

Staff recommends the City Council approve an increase in the Drainage Permit application and inspection fee to no more than \$ 250.00, effective January 1, 2013.

### BACKGROUND

The City of Prairie Village established a drainage permit application and inspection program in 2001. The primary purposes of this program are to monitor and inspect proposed changes which impact the City's drainage system and to establish a fee to offset the City's expenses for this activity. Activities which are typically reviewed include redevelopment projects, significant changes to property grades and new swimming pools.

In 2011 the City reviewed 47 drainage permits. Each permit involves a series of inspections including pre-construction, construction in progress and post construction. The current fee is \$70.00 for each application and the fee was most recently revised in 2008.

Chapter 14, Article 2 (Stormwater Management) of the Municipal Code provides the official background for the City's interest in this area. Section 218 describes the requirements for drainage permits and Section 236 explains the inspection fee.

City Council Policy CP056 (Financial Management Policies), Section V. A. 2. C. User Fees describes the City's policy on this aspect of this subject. The Cost of service subsection states

*"The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees."*



The attached sheet shows the results of an analysis of 2011 costs. The average total City cost for each permit that year was \$250.66. Most of the costs are for staff time, so small increases in this figure would be expected for 2012 and 2013. In 2011 this sub-program ran a "deficit" or was subsidized by other General Fund revenues by a little less than \$8500. It is estimated that the deficit or subsidy for 2012 will be almost \$9300.

In order to meet the goal of the City Council policy, I recommend an increase in the right of way permit application and inspection fee to no more than \$250.00, effective January 1, 2013. Market factors do not appear to be a significant factor in this type of fee. Council may wish to consider the public benefit and other policy factors relating to the underlying activity and its regulation.

#### **FUNDING SOURCE**

If the fee is increased to \$250.00, effective January 1, 2013, it is estimated that City revenue for this sub-program would increase by approximately \$9,000 in 2013.

#### **ATTACHMENTS**

City Council Policy CP056 (Financial Management Policies), page 2 (Revenue Policies - User Fees)

2012 Analysis of Drainage Permits Costs and Fees

#### **PREPARED BY**

Bruce McNabb, Director of Public Works

Date: October 9, 2012





## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 15, 2012

Council Meeting Date: November 5, 2012

### COU2012-44: CONSIDER REVISION TO CITY'S FEE SCHEDULE - RIGHT OF WAY PERMIT APPLICATION AND INSPECTION FEE

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#### RECOMMENDATION

Staff recommends the City Council approve an increase in the Right of Way Permit application and inspection fee to no more than \$ 175.00, effective January 1, 2013.

#### BACKGROUND

The City of Prairie Village established a right of way permit application and inspection program in 2000. The primary purposes of this program are to regulate the number, type and quality of facilities that are installed in City rights of way (primarily City streets) and to establish a fee to offset the City's expenses for this activity.

In 2010 and 2011, 71% of the permit applications came from utility companies, with Water One having the most. The second largest group of applications (24%) came from changes in commercial and residential driveway approaches and aprons.

The City received an annual average of 865 permit applications during 2010 and 2011. The processing of each application includes a series of reviews and inspections. The current fee is \$70.00 for each application and the fee was most recently revised in 2008.

Chapter 13, Article 5 (Right of Way Management) of the Municipal Code describes the City's regulation of these activities. The permit requirements begin at Section 515. Section 518 states that the permit fee will be recommended by the Public Works Director and approved by the Governing Body.

City Council Policy CP056 (Financial Management Policies), Section V. A. 2. C. User Fees describes the City's policy on this aspect of this subject. The Cost of service sub-section states

*"The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees."*

The attached sheet shows the results of an analysis of 2011 costs. The average total City cost for each permit that year was \$171.74. Most of the costs are for staff time, so small increases in this figure would be expected for 2012 and 2013. In 2011 this sub-program ran a "deficit" or was subsidized by other General Fund revenues by \$26,955. It is estimated that the deficit or subsidy for 2012 will be approximately \$23,625, based on a smaller number of permits.

In order to meet the goal of the City Council policy, I recommend an increase in the right of way permit application and inspection fee to no more than \$175.00, effective January 1, 2013. Market factors do not appear to be a significant factor in this type of fee. Council may wish to consider the public benefit and other policy factors relating to the underlying activity and its regulation.

#### **FUNDING SOURCE**

If the fee is increased to \$175.00 effective January 1, 2013, it is estimated that City revenue for this sub-program would increase by approximately \$26,000 in 2013.

#### **RELATION TO VILLAGE VISION**

*CC1 Attractive Environment*

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

#### **ATTACHMENTS**

City Council Policy CP056 (Financial Management Policies), page 2 (Revenue Policies - User Fees)

2012 Analysis of Right of Way Permits Costs and Fees

#### **PREPARED BY**

Bruce McNabb, Director of Public Works

Date: October 9, 2012

## CP056 - Financial Management Policies

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- The City Administrator and Finance Director will review monthly and quarterly expenditure reports to determine adherence to the approved budget. Department Managers shall have primary responsibility for insuring compliance with their approved departmental budget. If the City Administrator or Finance Director find an expenditure which constitutes a significant deviation (an unbudgeted impact of more than \$5,000 on a particular budget category) from the approved expenditure plan or approved budget, the department head will be asked to prepare an amended departmental budget an/or expenditure plan to accompany the appropriations ordinance for review by the Governing Body.
  - City Department Managers shall have primary responsibility for insuring compliance to approved departmental budget and expenditure plans.
- f.) Financial reports.
- Monthly expenditure reports will be prepared for Department Managers at the end of each month to enable them to meet their budget goals and to enable the City Administrator and Finance Director to monitor and control the budget.
  - Summary financial reports will be presented to the Governing Body quarterly.
- g.) Service levels. The City will attempt to maintain essential service levels. Changes in service levels will be governed by the following policies:
- h.1.) Budget process. The annual budget process is intended to weigh all competing requests for City resources within expected fiscal constraints. Requests for new ongoing programs made outside the annual process must substantiate the need for the new program.
  - h.2.) Personnel expenses. Requests for additional personnel should meet program initiatives and policy directives after service needs have been thoroughly documented or it is substantiated that the new employee will result in increased revenue or enhanced operating efficiencies.
2. Revenue Policies
- The objective of the revenue policies is to ensure that funding for public programs is derived from a fair, equitable and adequate resource base, while minimizing tax differential burdens. The City will keep the revenue system as simple as possible by avoiding nuisance taxes, fees or charges only as a revenue source.
- a.) Revenue structure. The City will maintain a diversified and stable revenue system to shelter programs from short-term fluctuations in any single revenue source.
  - b.) Sources of services financing. Services which have a city-wide benefit will be financed with revenue sources which are generated from a broad base, such as property taxes and state aids. Services where the customer determines the use shall be financed with user fees, charges and assessments directly related to the level of service provided.
  - c.) User fees. The City will maximize the utilization of user charges in lieu of general revenue sources for services that can be individually identified and where the costs are directly related to the level of service:
    - Cost of service. The City will establish user charges and fees at a level which reflects the costs of providing the service, to the extent legally allowable. Operating, direct, indirect (where practical and available) and capital costs shall be considered in the charges. Full cost charges shall be imposed unless it is determined that policy and market factors require different fees.
    - Policy and market considerations. The City will also consider policy objectives and market rates and charges levied by other public and private organizations for similar services when fees and charges are established.
    - Annual review. The City will review fees and charges annually, and will make appropriate modifications to ensure that charges grow at a rate which keeps pace with the cost of efficiently providing the service.
    - Non-resident charges. Where practical or legally allowable, user fees and other appropriate charges shall be levied for activities or facilities in which non-residents participate in order to relieve the burden on City residents. Non-resident fees shall be structured at market levels.
    - Internal service fees. When interdepartmental charges are used to finance internal functions, charges shall reflect full costs; indirect expenses shall be included where practical.
  - d.) License Fees. The City will establish license fees at levels which reflect full administrative costs, to the extent legally allowable.
  - e.) Fines. Levels of fines shall be requested according to various considerations, including legal guidelines, deterrent effect, and administrative costs. Because the purpose of monetary penalties against those violating City ordinances is to deter continuing or future offenses, the City will not request any increase in fine amounts with the singular purpose of revenue enhancement.

Annual Public Works Permits Analysis -- 2012

Right of Way Permits

Current Fee: \$70 (2008)

Proposed 2013 Fee: \$ 175

Final Fee: \$ \_\_\_\_\_

2011 Costs (per permit):

Effective Date: January 1, 2013 (recommended)

Operating (1)	-
Direct (2)	\$107.98
Indirect (3)	63.76
Capital (4)	-
Total	<u>\$ 171.74</u>

	<u>2011</u> <u>Actual</u>	<u>2012</u> <u>Estimated</u>
Number of Permits	274	225
Total Costs	\$ 47,057	\$ 39,375
Annual Revenues	<u>\$ 20,102</u>	<u>\$ 15,750</u>
Annual Deficit/ Subsidy	\$ 26,955	\$ 23,625

- (1) Not significant
- (2) 2 year (2010/2011) average hours & 2011 average costs including fringe benefits and vehicle use
- (3) Includes time for Inspector, supervision and office building maintenance
- (4) None

5/23/2012

COPY

**Annual Public Works Permits Analysis -- 2012**

**Drainage Permits**

Current Fee: \$70

Proposed 2013 Fee: \$ 250

Final Fee: \$ \_\_\_\_\_

Effective Date: January 1, 2013 (recommended)

**2011 Costs (per permit):**

Operating (1)	-
Direct (2)	\$176.84
Indirect (3)	73.82
Capital (4)	-
<b>Total</b>	<u>\$ 250.66</u>

- (1) Not significant
- (2) 2 year (2010/2011) average hours & 2011 average costs including fringe benefits and vehicle use
- (3) Includes time for Inspector, supervision and office building maintenance
- (4) None

	<u>2011 Actual</u>	<u>2012 Estimated</u>
Number of Permits	47	50
Total Costs	\$ 11,781	\$ 12,784
Annual Revenues	<u>\$ 3,290</u>	<u>\$ 3,500</u>
Annual Deficit/ Subsidy	\$ 8,491	\$ 9,284

5/23/2012

**COPY**

Charles Clark noted that any change made would not have an effect on pending actions under consideration such as the Prairie Village Shopping Center Improvements and noted the Mission Valley property owners may file before the ordinance is adopted.

Laura Wassmer stated she was supportive of the proposed change as it formalizes what the City already tells its developers - that they have to have public input and participation.

David Morrison asked if there is not application on file at this time, can the City institute a moratorium on accepting applications in order to consider adoption of the proposed provision of a protest petition. Mrs. Logan responded that it could be done. Mayor Shaffer closed public participation at 8 p.m.

### **CONSENT AGENDA**

Charles Clark moved the approval of the Consent Agenda for November 5, 2012:

1. Approve Regular Council Meeting Minutes - October 15, 2012
2. Ratify the Mayor's appointments of Art Weeks, Truss Tyson and Leslie Robbins to the Prairie Village Arts Council with their terms expiring in April 2013, April 2014 and April 2015 respectively.
3. Approve Construction Change Order #1 (Final) with Cohorst Enterprises, Inc. for Project 190725: 2011 Drainage Program
4. Approve the Supporting Organization Agreement with the Prairie Village Municipal Foundation
5. Approve an increase in the Right-of-Way Permit Application and Inspection Fee to \$175.00 effective January 1, 2013
6. Approve an increase in the Drainage Permit Application and Inspection fee to \$125 effective January 1, 2013

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wang, Wassmer, Morehead, Clark, Morrison, Odell and Belz.



## JAZZFEST COMMITTEE

Council Meeting Date: January 7, 2013

### Update from JazzFest Committee

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#### **BACKGROUND**

2013 will be the fourth Prairie Village Jazz Festival. Last year's festival was attended by over 6,000 people and press reviews stated it was "the best outdoor Jazz Festival in the last five years". We have been fortunate over the years to have in-kind support from the City, from Crawford's and last year from BRGR and MarkOne Electric. In addition to \$3000 in repeat sponsorships already received for 2013, we also have commitments for in-kind donations for banners from Stouse Sign Company and marketing from Strategic Marketing Services.

Based on the success and popularity of the festival, the committee is looking to grow the festival over the next few years. Raising funds in 2012 was difficult with the economy and coming off from a shortened 2011 festival due to weather conditions. We received \$13,000 in donations (\$8000 from 5 - \$1000 to \$2000 donations; \$5000 from 30+ donors giving less than \$1000). The event itself raised \$9200 with the committee raising \$7000 from fund-raising events. As with previous years, this left the committee with little seed money with which to begin efforts for the 2013 festival.

The committee would like to request from the City seed money of \$10,000 to be repaid as funds permit to secure the services of a professional fund-raiser with metro-wide contacts and experience to put us in the position to grow this popular community event. It is important to begin fund-raising early in the year as organizations review requests and to raise funds to enable contracts to be negotiated for talent. It is the committee's goal to begin the festival with funding to cover all expenses and a substantial contribution to our partner Heartland Habitat for Humanity for the Brush with Kindness program in Prairie Village allowing the funds raised by sales at the event to be available to cover beginning expenses for 2014.

The committee will seek Council action on this request at the January 22<sup>nd</sup> Council Meeting.

#### **ATTACHMENTS**

Marketing Information

#### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

January 4, 2013





Saturday, September 7, 2013  
Harmon Park  
7700 Mission Road  
3:00 PM - 11:00 PM

**CORPORATE  
SPONSORSHIPS**

# Where people, passion, purpose come together...and all that JAZZ!

## **\$25,000 Louis Armstrong - Presenting Sponsor**

- Official name designation as "Company Name presents: Prairie Village Jazz Festival", at the festival, in all festival promotions, print advertising, materials and on website
- Logo in all Prairie Village Jazz Festival promotions, print advertising, on stage banner and on all Prairie Village Jazz Festival staff T-shirts
- Product or service marketed to 20,000+ attendees
- Dedicated space/area for company promotional materials
- Stage recognition and announcements of company's sponsorship
- Recognized as the Prairie Village Jazz Festival Presenting Sponsor on festival website with a link to company website
- VIP Tent specifically for the use of the Prairie Village Jazz Festival Presenting Sponsor

## **\$15,000 Charlie Parker - Event Sponsor**

- Product or service marketed to 20,000+ attendees
- Logo in all Prairie Village Jazz Festival promotions, print advertising, on stage banner and on all Prairie Village Jazz Festival staff T-shirts
- Dedicated space/area for company promotional materials
- Stage announcements of company's sponsorship
- Recognized as the Prairie Village Jazz Festival Event Sponsor on festival website with a link to company website
- Admission to the VIP Tent

## **\$10,000 Ella Fitzgerald - Artist Sponsor**

- Unique opportunity to sponsor a select featured Artist (*Choice of Artist sponsorship is on a first come, first serve basis*)
- Product or service marketed to 20,000+ attendees
- Logo in all Prairie Village Jazz Festival print advertising, on stage banner and on all Prairie Village Jazz Festival staff T-shirts
- Stage announcements of company's Artist sponsorship
- Recognized as the Prairie Village Jazz Festival Artist Sponsor on festival website with a link to company website
- Admission to the VIP Tent

## **\$5,000 Thelonius Monk - Corporate Tent Host**

- Recognized as a Prairie Village Jazz Festival Corporate Tent Host on festival website with a link to company website
- Catered hospitality tent for entertaining 30 company guests

## **\$3,000 Miles Davis - Corporate Table Host**

- Recognized as a Prairie Village Jazz Festival Corporate Table Host on festival website with a link to company website
- Table of 8 for company guests

## **Friends of Jazz**

- Name recognition in Prairie Village Jazz Festival Program



PRAIRIE VILLAGE, KANSAS







Saturday, September 7, 2013  
Harmon Park  
7700 Mission Road  
3:00 PM - 11:00 PM

**CORPORATE  
SPONSORSHIPS**

### The Event

The vision of the Prairie Village Jazz Festival is to celebrate jazz music with the residents of Prairie Village and surrounding areas of Kansas City. The Jazz Festival will stimulate awareness and promote appreciation of Jazz music - one of America's original art forms - by bringing free live entertainment to the community.

### The Artists

Artists will be announced in Spring 2013. Please visit [www.PrairieVillageJazz.org](http://www.PrairieVillageJazz.org) for the most up-to-date information, artists and schedules.

### The Beneficiary

**A Brush with Kindness** helps low-income homeowners impacted by age, disability and family circumstances, who struggle to maintain the exterior of their homes. All proceeds from the Prairie Village Jazz Festival go to Habitat for Humanity's A Brush with Kindness, a unique partnership between the City of Prairie Village and Heartland Habitat for Humanity. A Brush with Kindness is an exterior home preservation service that offers painting, landscaping, weather

## CORPORATE SPONSORSHIP AND CONTACT INFORMATION

*\*A portion of sponsorship is tax deductible*

Sponsorship \_\_\_ \$25,000 Louis Armstrong - Presenting Sponsor \_\_\_ \$ 5,000 Thelonius Monk - Corporate Tent  
Commitment: \_\_\_ \$15,000 Charlie Parker - Event Sponsor \_\_\_ \$ 3,000 Miles Davis - Corporate Table  
\_\_\_ \$10,000 Ella Fitzgerald - Artist Sponsor \_\_\_ Friends of Jazz \$ \_\_\_\_\_

Please charge my \_\_\_ Visa \_\_\_ MasterCard \_\_\_ American Express \_\_\_ Discover Card #: \_\_\_\_\_

Name (as it appears on card) \_\_\_\_\_ Security Code: \_\_\_\_\_ Exp Date: (MM/YY) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Enclosed is my \*\*check for: \$ \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm: \_\_\_\_\_ Contact: \_\_\_\_\_

How name should be listed in program: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

*\*The Prairie Village Jazz Festival is a non profit 501 (c) 3 under the Prairie Village Municipal Foundation and made possible through the support of sponsors and people like you who support events in this community.*

*\*\*Please make check payable to: Prairie Village Municipal Foundation, 7700 Mission Road, Prairie Village, KS 66208 or you may pay online at: [www.PrairieVillageJazz.org](http://www.PrairieVillageJazz.org)*

For more information or questions, please contact Judy Mundy at (913) 385-4616 or [jmundy@pvkansas.com](mailto:jmundy@pvkansas.com)

**MAYOR'S ANNOUNCEMENTS**  
**January 7, 2013**

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

Planning Commission	01/08/2013	7:00 p.m.
Parks & Recreation Committee Meeting	01/09/2013	7:00 p.m.
Sister City Committee	01/14/2013	7:00 p.m.
Prairie Village Arts Council	01/16/2013	7:00 p.m.
Jazz Fest Committee	01/17/2013	7:00 p.m.
Council Committee of the Whole	01/22/2013	6:00 p.m.
City Council	01/22/2013	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oil painting exhibit by Eileen McCoy in the R. G. Endres Gallery for the month of January. The reception will be held on January 11th from 6:30 to 7:30 p.m.

The 2013 State of the Cities Address is January 17<sup>th</sup> at 11:00 am at the Sylvester Powell Community Center.

The City offices will be closed January 21<sup>st</sup> in observance of Martin Luther King, Jr. Day. Deffenbaugh observes this holiday so pick-up will be delayed one day.

City Hall Day is February 6, 2013 in Topeka, KS.

The City will be offering holiday tree drop sites from December 17 through January 21 at Porter, Franklin and Taliaferro parks. Harmon Park **will not** be a drop off site this year.

The annual large item pick-up has been scheduled. Homes on 75<sup>th</sup> Street and north of 75<sup>th</sup> Street will be collected on Saturday, April 13<sup>th</sup>. Homes south of 75<sup>th</sup> Street will be collected on Saturday, April 20<sup>th</sup>.

**INFORMATIONAL ITEMS**  
**January 7, 2013**

1. Planning Commission Agenda - January 8, 2013
2. Council Committee of the Whole Minutes - December 17, 2012
3. Environment/Recycle Committee Minutes - November 28, 2012
4. Prairie Village Arts Council Minutes - October 17, 2012
5. Police Pension Plan Board Minutes - October 18, 2012
6. Mark Your Calendars

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, JANUARY 8, 2013  
\*\*Multi-Purpose Room\*\*  
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - December 4, 2012
- III. PUBLIC HEARINGS
  - PC2013-01 Ordinance Revisions to Section 19.28 "Special Use Permits"  
Adding Section 19.28.041 "Protest"  
Applicant : City of Prairie Village
- IV. NON-PUBLIC HEARINGS
  - PC2013-101 Site Plan Approval - Roe 89 Shops  
8825 & 8839 roe Avenue  
Zoning: CP-1  
Applicant: Gastinger Walker Harden
  - PC2013-102 Site Plan Approval - St. Ann's  
7231 Mission Road  
Zoning: R-1a  
Applicant: Arnie Tulloch, Shafer, Kline & Warren
  - PC2013-103 Monument Sign Approval - First National Bank  
4200 West 83<sup>rd</sup> Street  
Zoning: C-2  
Applicant: Luminous Neon, Inc.
- V. OTHER BUSINESS
  - Direction from City Council to set a Public Hearing on Countryside East  
Conservation Overlay District
- VI. ADJOURNMENT
  - Plans available at City Hall if applicable
  - If you can not be present, comments can be made by e-mail to  
[Cityclerk@Pvkansas.com](mailto:Cityclerk@Pvkansas.com)

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

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

The Council Committee of the Whole met on Monday, December 17, 2012 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Charles Clark with the following members present: Mayor Ron Shaffer, Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Laura Wassmer, Brooke Morehead, Charles Clark, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Captain Wes Lovett; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Public Works Project Manager; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Chris Engel, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

**COU2012-59 Consider Bids for Project P5003 - 2012 Bridge Repairs, Mission Road Bridge Polymer Concrete Overlay**

On November 30, 2012, the City Clerk opened bids for Project P5003, 2012 Bridge Repairs. The following three bids were received:

Wildcat Concrete Services	\$49,400.00
PCI Roads	\$58,972.50
Mill Valley Construction Inc.	\$68,250.00
Engineer's Estimate	\$36,500.00

Keith Bredehoeft stated all bids have been reviewed. This project is for the bridge located on Mission Road between Tomahawk Road and 71<sup>st</sup> Street over Brush Creek. The project will place a Multi-Layer Polymer Concrete Overlay and is needed for maintenance of the existing bridge deck. This overlay is the same that was placed on the surface of the new bridge installed in 2009 on Mission Lane. It will provide a new wearing surface and will seal existing cracks in the deck. Mr. Bredehoeft advised that at this point there is not any delaminated concrete on the deck surface so it is important to get the deck surface sealed before more extensive repairs are necessary.

Mr. Bredehoeft noted the engineers estimate was under the three bids submitted. There are two primary factors contributing to the difference. The project is a stand-alone overlay project and was not a part of a larger street project or bridge project. The contractor was required to submit a bid which maintained two lanes of traffic during construction. Both of these things affected bid prices to a greater extent than anticipated.

The three bids submitted average \$58,874.17, the low bid \$49,400.00 is a reasonable cost for this project. The City funds the Bridge Repair Project each year at the \$20,000 level for miscellaneous repairs to bridges around the City. There were not any other bridge repairs targeted in 2012 so the overlay of the Mission Road Bridge was selected to use the funds in this project.

Mr. Bredehoeft stated initial funding for the project will come from the bridge maintenance funds with a transfer, if necessary, of \$30,000 from City General Contingency Fund to Project, P5003.

Laura Wassmer asked how long the project would take if it were done in one phase. Mr. Bredehoeft responded three days, but expressed concern with the relocation of traffic from Mission Road, particularly at the intersection of 71<sup>st</sup> and Tomahawk. Ms Wassmer asked what the cost would be if done in one phase. Mr. Bredehoeft replied it would be closer to the projected engineer's estimate.

Michael Kelly made the following motion, which was seconded by Steve Noll and passed unanimously:

**RECOMMEND THE CITY COUNCIL ACCEPT THE CONTRACT OF AND AWARD WILDCAT CONCRETE OVERLAY THE CONTRACT FOR PROJECT P5003 - 2012 BRIDGE REPAIRS, MISSION ROAD BRIDGE POLYMER CONCRETE OVERLAY IN THE AMOUNT OF \$49,400.00 AND IF NEEDED, THE TRANSFER OF \$30,000 FROM THE CITY GENERAL CONTINGENCY FUND TO PROJECT P5003: 2012 BRIDGE REPAIRS**

**COUNCIL ACTION TAKEN  
12/17/2012**

**\*COU2012-60 Consider Project CONC2012: 2012 Concrete Repair Program**

Keith Bredehoeft noted this Final Change Order reflects the final field measured quantities for all bid items. These items include repairs to curb and gutter, sidewalks, driveways, and ADA ramp reconstruction.

He added the following additional work was able to be completed:

1. Additional ADA ramps were constructed with funding from the ADA Project: ADARESV funding for 2012 in the amount of \$13,005.17
2. Additional concrete repairs were completed utilizing \$50,000.00 in unallocated funds from the Sidewalk and Curb Section of the CIP.

The final contract amount with White and Son's Construction for the project will be \$758,005.17.

Dale Warman made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE CONSTRUCTION CHANGE ORDER #1 (FINAL) WITH WHITE AND SON'S CONSTRUCTION FOR PROJECT CONC2012 - 2012 CONCRETE REPAIR PROGRAM FOR AN INCREASE OF \$63,005.17 BRINGING THE FINAL CONTRACT AMOUNT TO \$758,005.17**

**COUNCIL ACTION TAKEN  
12/17/2012**

**\*COU2012-56 Consider Resolution No. 2012-03 providing for the Reallocation of the Proceeds of the Series 2011-A Bond Issue**

Lisa Santa Maria stated the City allocated \$500,000 of the Series 2011 - A Bond issue to energy projects. The final cost of the energy project was \$438,239. The difference of \$61,761 is due to the receipt of additional grant funds of \$70,000 that the City received from the State Department of Energy.

There are no other scheduled uses for these funds in public building projects. Staff is asking the Governing Body to authorize the reallocation of the \$70,000 from public building projects to the street projects already identified for bond purposes.

Laura Wassmer noted that \$70,000 would not cover the cost of any significant street repair and suggested the money be returned to Parks & Recreation budget noting that funds were taken from this budget for additional street work. She stated the Parks & Recreation Committee is in the process of reviewing the Parks Master Plan and establishing priorities and needs. These include such items as ADA tables.

Charles Clark advised that bond funds cannot be used for Park projects due to the one ongoing charter ordinance court challenge.

Ted Odell made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE THE CITY COUNCIL ADOPT RESOLUTION NO. 2012-03  
PROVIDING FOR THE REALLOCATION OF PROJECT COSTS  
TO BE FINANCED WITH THE PROCEEDS OF THE CITY OF  
PRAIRIE VILLAGE, KANSAS' GENERAL OBLIGATION REFUNDING  
AND IMPROVEMENT BONDS, SERIES 2011-A  
COUNCIL ACTION TAKEN  
12/17/2012**

**Discussion regarding 83<sup>rd</sup> Street sidewalk safety at Corinth Elementary**

Charles Clark reported that he had been contacted by a group of Corinth Elementary parents and Leawood residents regarding concerns with the sidewalk to the east of the school. This sidewalk is narrow and located near the roadway creating potential safety issues when there are a large number of students using the sidewalk as was reflected in a photograph submitted. The parents would like to see the sidewalk widened and have also contacted the City of Leawood with their concerns.

The City of Leawood would like to move forward with the possibility of receiving grant funding to cover some of the costs. They are looking a seeking a grant for 80% of the project costs through TE funds and MARC with the city's share estimated to be \$200,000 plus project administration costs since a majority of the proposed project is located within Prairie Village.

Dennis Enslinger noted this would be a 2014 project and the only action requested at this time is to authorize the Mayor to sign the grant application which Leawood would be preparing on behalf of both cities.

Ruth Hopkins noted similar work was done near 103<sup>rd</sup> Street and Brookridge Elementary. Ted Odell noted his children walk this sidewalk and the proposed widening is necessary.

Charles Clark stated he would advise the City of Leawood and the parents of the city's support of moving forward. Mr. Enslinger stated the City of Leawood would be preparing the grant application. Formal council action on the joint participation in this project with the City of Leawood and the formal submittal for grant funds will take place at the January 7<sup>th</sup> Council meeting.

Laura Wassmer questioned the ability of moving the retaining wall near the cemetery. Mr. Bennion noted a more likely scenario would be to get the additional width with continuing with the two lane roadway profile.

Dennis Enslinger noted that Public Works would be presenting the grant submittal to MARC as he currently chairs the MARC committee that would be considering the grant application.

### **Executive Session**

Michael Kelly moved pursuant to KSA 75-4319 (b) (1) that the Governing Body, recess into Executive Session for fifteen (15) minutes for the purpose of consulting with the City Attorney on personnel matters of nonelected personnel. Present will be the Mayor, City Council, City Administrator and City Attorney. The motion was seconded by Dale Warman and passed unanimously.

Council President Charles Clark reconvened the meeting at 6:34 p.m.

Michael Kelly moved pursuant to KSA 75-4319 (b) (2) that the Governing Body, recess into Executive Session for thirty (30) minutes for the purpose of consulting with the City Attorney on matters which are privileged in the attorney-client relationship. Present will be the Mayor, City Council, City Administrator; Assistant City Administrator, Chief of Police and City Attorney. The motion was seconded by David Belz and passed unanimously.

Council President Charles Clark reconvened the meeting at 7:05 p.m.

Michael Kelly moved pursuant to KSA 75-4319 (b) (2) that the Governing Body, recess into Executive Session for ten (10) minutes for the purpose of consulting with the City



Attorney on matters which are privileged in the attorney-client relationship. Present will be the Mayor, City Council, City Administrator; Assistant City Administrator, Chief of Police and City Attorney. The motion was seconded by Laura Wassmer and passed unanimously.

Council President Charles Clark reconvened the meeting at 7:15 p.m.

## STAFF REPORTS

### Public Works

- Bruce McNabb reported the City did not experience any vandalism during the month of November.
- Bruce provided an update/comparison on the use of the new street sweeper vs. the previous sweeper, reflecting much greater efficiency.

### Administration

- Dennis Enslinger reported the Planning Commission will be considering the addition of a protest petition process for special use permits at their January 8<sup>th</sup> meeting with their recommendation coming to the City Council on January 22<sup>nd</sup>.
- The developers for the Mission Valley site are trying to schedule neighborhood meetings to get feedback on their proposed development plans. There will be a general information meeting on January 24<sup>th</sup> at 6:30 at SME where comments will be taken. They will have a work session with the Planning Commission on February 5<sup>th</sup> at Indian Hill Middle School. Public Comment will not be taken. The public hearing on the proposed application will be on March 5<sup>th</sup> at IHMS. This information is all available on the City's website on the Mission Valley project page.
- Mid-America Regional Council is conducting a senior housing study. PV will be co-hosting a session on January 17<sup>th</sup> with *Mission*. 12 volunteers are needed. Let Dennis know if you are interested in participating.
- Mr. Enslinger responded to a communication sent to Council members stating that he did not make the comments referenced to him in the communication received and would answer individual questions from any councilmember.
- The Environment/Recycle Committee is no longer participating in ICLEA. A few residents have asked questions about Agenda 21 and the City's support..
- Mr. Enslinger announced that Lane4 will no longer be managing the Prairie Village and Corinth Shopping Centers. They will be managed by LegaC (a property management group for Constantininos). Linda Willis will continue in a similar position with LegaC, so the contact point for businesses will remain the same. These changes will become effective January 1, 2013.
- Chris Engel reported the dates for the Overland Park Chamber sponsored legislative breakfasts.
- City Hall Day will be held in Topeka on Wednesday, February 6<sup>th</sup>.
- The City's Legislative Breakfast and Council Work session has been tentatively scheduled for Saturday, February 2<sup>nd</sup>.

**Adjournment**

Council President Charles Clark adjourned the committee meeting at 7:27p.m.

Charles Clark  
Council President

## PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, November 28, 2012

Pete Jarchow called the meeting to order at 7:00. Attending were, Karin McAdams, Dennis Enslinger, Thomas O'Brien, Ashley Weaver, Nicholas Garcia, Sarah Garcia, Margaret Goldstein, Al Pugsley, Pete Jarchow, Barbara Brown, Bob Pierson, Polly Swafford and four prospective members: Ben Claypool, Stephanie M. Smith, Jodi Stanley and Kathleen Novicky.

The minutes from October were approved as written, with a word of appreciation for Anne-Marie Hedge, who wrote them.

### **Reports and business:**

#### **Community Gardens:**

- The report for the grant is due on Friday; Tom and Nicolas are working on it and will share copies when it is finished.
- A mishap occurred, perhaps intentionally. Water was found gushing from the spigot, and the Public Works people turned it off and subsequently shut it down for the winter.
- There will be a meeting on November 29 to smooth out the process of changing leadership. Three public meetings are planned for January to acquaint people with the gardens, and then the sign-up for plots will take place around February 8.
- There has been no progress on the fate of the tree that is blocking the way for garden expansion and providing unwelcome shade to some of the existing plots. The Eagle Scout who wanted to help can still be of service at Cherokee if the expansion can't take place.
- Note: in answer to a concern about bindweed in the plots, Nicolas reported that pulling it out is the best way to get rid of it.

#### **Earth Fair:**

- **Jared Cole**, who was a founder of the Earth Fair, has agreed to manage the 2013 fair. He attended the last committee meeting and is ready to work.
- **Kathi Knop**, librarian at Shawnee Mission East, was distressed because she wants to have the library book sale at the fair, as she did last year, but she has a prior commitment on that date. However, she wrote recently to say that she has worked out a way to do it.
- Members of the committee are working on recruiting school choirs to sing and Jay Meara and his commercial art class to create posters.
- The Earth Fair committee will meet next on December 6, 7:00 p.m. at Panera.

#### **New business:**

- The Emerald Ash Borer, while not officially seen in Johnson County, looms close and is a concern. The Prairie Village Public Works department is working on an education program to prepare the public for this issue.
- So far, Fairway is the only nearby city to start a treatment program.
- Treatment is ongoing and expensive, and the chemicals used are potentially dangerous. For instance, once the chemical is administered, workers have to stay on the site until it is absorbed. One possible organic treatment to consider is planting garlic and allium around the base of the tree.

#### **Other business:**

- **Dennis** has suggested that our committee help fund the food composting program that is in the experimental stage at Normandy Square. So far, out of 70 households, ten are participating in the program. The city's goal has been 50% participation.

- **Deffenbaugh Industries**, the compost recipient, needs food scraps (“brown matter”) to mix in with the leaves and grass it already collects (“green matter”) to create good compost. However, they can be slow to press new initiatives with enthusiasm. Our own goal may have more to do with demonstrating that with enough support and education, the public, exemplified at Normandy Court, will dare try things like food composting.
- Eventually, we might have citywide composting and convenient sites for picking up free compost.
- A motion was proposed and passed that we pay for 36 containers for collecting food waste at Normandy Court, not to exceed \$1000. This would come out of our e-recycling budget. We will expect periodic reports from Deffenbaugh, mostly anecdotal, and a more complete assessment after one year.

The meeting adjourned shortly after 8:30.

The next meeting will be held on January 23, 2013, at 7:00 p.m.

Respectfully submitted,

Karin McAdams

Prairie Village Arts Council  
Wednesday, October 17, 2012  
7:00 p.m.  
City Hall Council Chambers

Minutes

The Prairie Village Arts Council met at 7:00 p.m. in the City Council Chambers at City Hall. Members present: Randy Kronblad, Chair, Pam Marshall, Dan Andersen Lindsey Rosemann, Staff: Dennis Enslinger,

Four visitors who were interested in joining the Arts Council: Art Weeks, Truss Tyson, Leslie Robbins, and Julie Flanagan.

**Minutes**

The minutes were approved as submitted with the correction of the typo (plating changed to plating).

**Financial Reports**

Mr. Enslinger presented the financial reports for the city budget Prairie Village Municipal Foundation accounts. The Arts Council approved taking the prize awards from the City budget side.

**City Council Report**

Council Member Laura Wassmer was not present.

**Exhibit/Receptions**

October Exhibition/Reception – SOTA, October 12, 2012, 6-8 p.m.

Everyone agreed that this was the largest event to date. Mr. Enslinger noted that five pieces of artwork have sold. In addition, the Arts Council took in \$215 in donations at the event.

November Exhibition/Reception – Greater Kansas City Art Association, November 9, 2012 from 6:30-7:30 p.m.

**New Business**

There was a discussion about holding the November 21<sup>st</sup> meeting. It was decided that the Council would not hold the November meeting due to the Thanksgiving holiday. The Council will hold the budget meeting at the December 19<sup>th</sup> meeting.

Dan Andersen announced the November 29<sup>th</sup> as the date for the Mayor's Holiday Tree at Corinth Shopping Center.

Mr. Enslinger noted that the PV Arts Council would be hosting the JO CO Arts Council luncheon meeting of Arts Council Reps. The luncheon will be on October 30<sup>th</sup> from 11:30-1:30 p.m. at the Community Center.

**Old Business**

There was no old business

Meeting was adjourned at 7:50 p.m.

MINUTES  
POLICE PENSION PLAN BOARD OF TRUSTEES  
October 18, 2012

The Police Pension Plan Board met on October 18, 2012 at 2:00 PM in the City's Police Department Conference Room. Members present: Steve Noll, James Whittier, and Ivan Washington; Staff: Quinn Bennion and Nicholas Sanders. Also in attendance: Lana Maudlin, representative from UMB Bank.

Mr. Whittier motioned to approve the prior meeting's minutes with a second from Mr. Washington; the motion passed unanimously.

Ms. Maudlin commented that the Plan had a year-to-date market value of \$10,038,109 with a strong last three months with a 10.18% and 16.56% rate of return over the last year and year-to-date, respectively. Ms. Maudlin added that the Plan had a 7.69% return from December 1989 through the present. Ms. Maudlin also reviewed the performance of the Plan's investments in equities, bonds, and mutual funds. Ms. Maudlin commented they usually see a positive market in an election year.

Ms. Maudlin stated that the Plan's investment policy was redone under Scout and "they have a different viewpoint due to the nature of their business." Ms. Maudlin suggested that the Plan's investment policy be updated to help eliminate risk as well as capitalize on options that are more stable and/or increase positive performance; Ms. Maudlin added that the changes would let the investment advisor take the risk out of the plan as needed. Mr. Whittier stated that he was okay with the recommended asset class changes. Mr. Noll commented that the Plan needs to be prepared to move and reduce risk and exposure. Mr. Whittier moved to approve the recommended changes as presented by Ms. Maudlin with a second from Mr. Washington; the motion passed unanimously.

Mr. Whittier commented that a number of the mutual funds in the plan were underperforming in the 3 month and year-to-date and asked what the benefit of staying in them was. Ms. Maudlin responded that mutual funds are long-term and the five year performance of the funds is over performing; if not, they would be removed due to underperformance.

Mr. Whittier suggested that the assumed investment rate of return be decreased to 7.75% from the current 8.00%. Mr. Noll commented that it seemed to be more realistic and he would support the change. Mr. Whittier inquired as to the benefit of the Plan to offer a Deferred Retirement Option Program (DROP). Mr. Washington stated that it would dramatically impact the department if three to four employees were to retire around the same time. Mr. Whittier asked what the City could do to avoid such an issue; Mr. Washington responded that he did not know. Mr. Whittier further inquired whether or not the Governing Body knew this could be an issue. Mr. Noll responded that the Council was unaware of the number of potential vacancies.

Mr. Whittier commented that he did not see the DROP as a benefit to the plan participants. Mr. Noll added that he believed it was better to accept the reality of the need for a decrease in the investment rate of return at 7.75%. Mr. Bennion stated that the Plan needs to be more realistic

with the salary, rate of return, and retirement rate assumptions. Mr. Whittier motioned to approve the change of investment rate of return assumption to 7.75% with a second from Mr. Washington; the motion passed unanimously.

Mr. Sanders notified the Board that the City had received findings from the Kansas Department of Revenue with regards to the taxability of the Police Pension Plan benefits. Mr. Sanders stated that the Kansas Department of Revenue found that the benefits received by pensioners would not be subject to Kansas earnings taxation.

Mr. Sanders distributed a Conflict of Interest statement to Board members and asked them to review and return. Mr. Sanders commented that the Conflict of Interest statement was not due to any issues or concerns, just as safeguard for the Board and the Plan.

Mr. Sanders inquired whether or not the Board would like to establish a renewal schedule for the Plan vendors (investment advisor, administrator, and actuary). Mr. Noll stated that continuity of service is important and once a cycle is established it could be easier to handle. Mr. Whittier asked about the obligation of the Plan to go out for bid; Mr. Bennion replied that there was no statutory obligation to go out for bid, but the City was looking into a three year cycle.

Mr. Sanders asked the Board if there was any information they would like from the City with regards to the Plan; all members stated that they were unaware of any at the time and would contact Mr. Sanders should the need arise.

Mr. Sanders inquired whether the Board saw the need for an audit of the Plan. Mr. Noll asked how much the Plan was reviewed during the City audit. Mr. Sanders stated he would contact the City's Finance Director and report back to the Board no later than the January 2013 meeting.

Mr. Sanders asked the Board how they felt about the number of representatives on the Board. Mr. Washington commented that "bigger is not always better." Mr. Noll stated the Board relies on vendors for their expert information. Mr. Whittier commented that he was fine with current representation makeup.

Mr. Sanders asked if the following meeting dates were good for the Board in 2013. All representatives were okay with the schedule.

- January 17, 2013
- April 18, 2013
- July 18, 2013
- October 17, 2013

There being no further business at hand, the meeting adjourned at 4:15 PM.

Steve Noll  
Chairman



**Council Members  
Mark Your Calendars  
January 7, 2013**

**January 2013**

January 7	Eileen McCoy oils exhibit in the R. G. Endres Gallery
January 11	City Council Meeting
January 17	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
January 21	2013 State of the Cities Address
January 22	City offices closed in observance of Martin Luther King Jr Day
	City Council Meeting

**February 2013**

February 2	Council Worksession and Legislative Breakfast
February 4	City Council Meeting
February 6	City Hall Day
February 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
February 18	City offices closed in observance of Presidents' Day
February 19	City Council Meeting

**March 2013**

March 4	City Council Meeting
March 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
March 9-13	National League of Cities Conference in D.C.
March 18	City Council Meeting

**April 2013**

April 1	City Council Meeting
April 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
April 15	City Council Meeting

**May 2013**

May 6	City Council Meeting
May 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 20	City Council Meeting
May 27	City offices closed in observance of Memorial Day

**June 2013**

June 3	City Council Meeting
June 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
June 17	City Council Meeting

**July 2013**

July 1	City Council Meeting
July 4	City offices closed in observance of Independence Day
July 4	VillageFest
July 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 15	City Council Meeting

**August 2013**

August 5	City Council Meeting
August 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 19	City Council Meeting

**September 2013**

September 2	City offices closed in observance of Labor Day
September 3	City Council Meeting
September 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 16	City Council Meeting
<b>October 2013</b>	State of the Arts Exhibit in the R. G. Endres Gallery
October 7	City Council Meeting
October 11	Artist reception in the R. G. Endres Gallery 6:00 - 8:00 p.m.
October 21	City Council Meeting
<b>November 2013</b>	
November 4	City Council Meeting
November 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 12 - 16	National League of Cities Conference in Seattle, WA
November 18	City Council Meeting
November 25	City offices closed in observance of Thanksgiving
November 26	City offices closed in observance of Thanksgiving
<b>December 2013</b>	
December 2	City Council Meeting
December 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 16	City Council Meeting
December 25	City offices closed in observance of Christmas